



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

DAVID E. JANSSEN  
Chief Administrative Officer

November 30, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**EXCHANGE OF REAL PROPERTY RIGHTS BETWEEN COUNTY OF  
LOS ANGELES AND BRYANT FINANCIAL CORPORATION, BEL VINTAGE, LLC  
AND BOULEVARD DEVELOPMENT, INC.  
SAN DIMAS TELECOMMUNICATION SITE – 310 VIA BLANCA, SAN DIMAS  
(FIFTH DISTRICT) (4-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Make a finding that the exchange of real property rights contemplated in the attached Agreement and Escrow Instructions (Agreement) between the County and Bryant Financial Corporation (Bryant), Bel Vintage, LLC (Bel Vintage), and Boulevard Development, Inc. (Boulevard) is in the best interest of the County.
2. Find that the proposed exchange of real property rights is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Classes 2, 3, 4 and 12 of the County's Environmental Document Reporting Procedures and Guidelines.
3. Authorize the Chairman to execute the attached Agreement between the County and Bryant, Bel Vintage and Boulevard and execute the attached quitclaim deeds and the memorandum of license agreements contained within the Agreement, (Exhibits E-1 through E-4 and Exhibits N-1 through N-3 - reference attached document list ) needed to effect the exchange of real property rights.
4. Authorize the Chief Administrative Office (CAO) to open escrow and execute escrow instructions and any other related documentation, and accept the grant of easement conveying easement rights to the County.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to resolve title and legal access issues affecting the County's San Dimas telecommunication site and the adjoining Bel Vintage Estates, a private residential gated development, located in the foothills of the City of San Dimas.

The proposed Agreement will clear title to adjacent ownerships presently encumbered with County easements for ingress/egress and overhead utilities, the location of which do not correspond with their actual placement on the ground. In exchange, the County will receive at no cost:

- A new easement from the Bel Vintage Homeowners Association (HOA), with granting rights for the installation of new communication lines, and pedestrian and vehicular ingress/egress along paved private streets (Via Amarilla, Calle Canela and Via Blanca). This will formalize the County's current use of the private streets since the actual legal access provided by the aforementioned ingress and egress County easement is over steep unpaved terrain;
- the conditional right to expand the access and utility HOA easement to accommodate future residential uses of the County-owned parcel, if the County elects to dispose of this real estate holding. This value-enhancement measure will provide a greater opportunity to market the property, at some future time;
- the installation of numerous site improvements to the County parcel, at an estimated cost of \$73,493, which will include, installation of new utility lines (water/telephone) as well as empty conduit for future utility lines, the installation of a flood control/irrigation system, and the planting and maintenance of drought-tolerant landscaping along the slopes of the County property to prohibit soil erosion; and
- a cash payment in the amount of \$146,632.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Your Board's approval will further Goal 1 (Service Excellence) because the upgraded telecommunication site will offer greater physical security to the facility and infrastructure and provide residents within the gated community with a visually-improved County facility. The proposed recommendations are also consistent with the County's Strategic Plan Goal 4 (Fiscal Responsibility) since the installation of site improvements represents an investment in public infrastructure through the implementation of a successful public/private property rights exchange transaction.

### **FISCAL IMPACT/FINANCING**

Bryant, Boulevard and Bel Vintage will be responsible for the total cost incurred to comply with the terms and conditions of the Agreement, including title/escrow fees, engineering/landscaping plans, and construction/installation of site improvements. The total economic benefits to the County, including the \$146,632 cash payment is estimated at over \$240,000. A portion of the \$146,632 cash payment, in the amount of \$27,000, will be allocated to the Internal Services Department (ISD) to cover the costs of removing the existing County utility poles and related facilities which will no longer be needed. The remaining \$119,632 will be deposited into the Asset Development Implementation Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The 2.06 acre County parcel (approximately 34,000 square feet of flat, usable land), along with separate easements for access and communication purposes, was acquired from the State of California in 1975 and later developed (640 square feet of communication facilities and a 100-foot antenna tower) as a remote County telecommunication facility used for public safety communication. The immediate area surrounding the County ownership/easements remained relatively undeveloped, until Bryant/Boulevard, through a joint-venture agreement, recorded its tract map (Tract No. 39492) and began construction of the first phase of the Bel Vintage Estates project in the early 1990's. The project's final development phase consisting of numerous lots owned by Bryant/Bel Vintage, is being compromised by the encumbrance of the County easements, which traverse several of the lots and impact the site layout of these properties. The County easements are also clouding the title of other homeowners, who earlier purchased houses from Boulevard, subject to these County encumbrances (quitclaiming the easement rights to these property owners would provide them with clear title and preclude any further action on behalf of the County).

The approval of the Agreement will enable the County to replace its obsolete access/utility easements with permanent rights that provide greater physical security to the operations of the telecommunication site. This will be accomplished by placing overhead communication lines underground; improving vehicular access along paved streets; and installing infrastructure and landscaping that will offer water runoff/soil erosion protection, thereby minimizing the potential liability and damage to the estate-sized homes lying immediately adjacent to the sloping County parcel. The provisions of the Agreement require that all related work being performed on the County property adhere to the plans and specifications reviewed and approved by the Department of Public Works and ISD, who operates the communication site. The terms and conditions of the Agreement also call for an escrow "holdback" account, containing \$73,493, to be opened with First American Title Company, who will monitor and release established amounts to Bryant/Boulevard after various components of the infrastructure and related improvements have been completed, certified (with accompanying permits) by the company that prepared the designated plans and specifications, and unconditional lien releases are obtained from any contractor performing work on the County's property.

The recommended exchange of real property interests is authorized by Section 25365 of the California Government Code, which permits exchanges of real property rights to remove title defects, or when the property to be exchanged is not required for County use and the property interest to be acquired is required for County use. Notification of your Board's intended action has been published in accordance with Government Code Section 6061.

A review by CAO appraisal staff of the real property interests to be exchanged has determined that the cash consideration, acquisition of the new easement, and value received by the County from the installation of infrastructure/landscaping exceeds the value of the County's easements to be quitclaimed. County Counsel has approved all documents in this transaction as to form.

#### **ENVIRONMENTAL DOCUMENTATION**

This transaction is categorically exempt from CEQA pursuant to Sections 15302, 15303, 15304, and 15312 of the Guidelines for Implementation of the California Environmental Quality Act, Title 14 of the California Code of Regulations and Classes 2, 3, 4 and 12 of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987.

The Honorable Board of Supervisors  
November 30, 2004  
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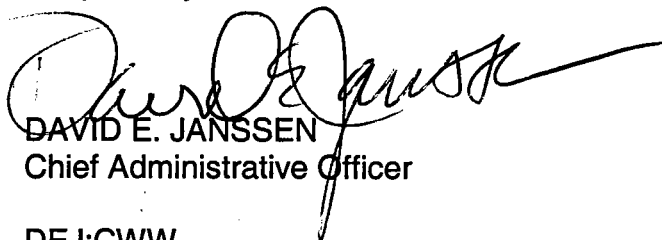
**IMPACT ON CURRENT SERVICES OR PROJECTS**

The recommended actions will serve to increase the operational security of the telecommunication site. Any work being performed at the County facility will be coordinated with ISD in order to ensure the services being provided from this County facility will not be impacted in any way.

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors return a conformed copy of the adopted Board letter, three original signature copies of the attached Agreement and one original copy of each quitclaim deed referenced as Exhibits E-1 through E-4 and three original copies of each of the memorandum of licenses referenced as Exhibits N-1 through N-3 to the CAO-Real Estate Division, 222 South Hill Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90012, for further processing.

Respectfully Submitted,



DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:CWW  
CB:CM:cc

Attachment

c: County Counsel  
Internal Services Department  
Auditor-Controller  
Department of Public Works

310ViaBlanca.b

## **DOCUMENT ATTACHMENT LIST**

- EXHIBIT E-1:** Form of the Bryant Financial Corporation Quitclaim Deed
- EXHIBIT E-2:** Form of the Bel Vintage, LLC Quitclaim Deed
- EXHIBIT E-3:** Form of the L. Lee and J. Lee Quitclaim Deed  
Form of the R. Maniquis and R.V. Maniquis Quitclaim Deed  
Form of the R. Campbell and J. Campbell Quitclaim Deed  
Form of the K. Tahmizian Quitclaim Deed  
Form of the R. Olander and J. Olander Quitclaim Deed  
Form of the J. Perez Quitclaim Deed  
Form of the G. Sherwin and S. Sherwin Quitclaim Deed  
Form of the A. Sourialle and M. Sourialle Quitclaim Deed
- EXHIBIT E-4:** Form of the Bel Vintage HOA Quitclaim Deed
- EXHIBIT N-1:** Memorandum of County Licenses
- EXHIBIT N-2:** Memorandum of Bryant Licenses
- EXHIBIT N-3:** Memorandum of Bel Vintage Licenses

## AGREEMENT AND ESCROW INSTRUCTIONS

First American Title Insurance Company  
National Commercial Services  
520 N. Central Avenue, 8<sup>th</sup> Floor  
Glendale, California 91203  
Attention: Mr. James Cardenas,  
Senior Escrow Officer  
Telephone: (800) 668-4853 x5168  
Telecopier: (818) 242-1321  
("Escrow Holder")

Escrow No.: \_\_\_\_\_  
Date Opened: \_\_\_\_\_

THIS AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is entered into as of November 30, 2004, by and among COUNTY OF LOS ANGELES, a body corporate and politic (the "County"), BRYANT FINANCIAL CORPORATION, a California corporation ("Bryant"), BOULEVARD DEVELOPMENT, INC., a California corporation ("Boulevard"), and BEL VINTAGE, LLC, a California limited liability company ("Bel Vintage").

### RECITALS

A. Bryant is the owner of that certain real property located in the City of San Dimas (the "City"), County of Los Angeles, State of California described on Exhibit "A" attached to this Agreement ("Bryant's Property"). Bryant's Property is located within Tract No. 39492.

B. Bel Vintage is the owner of that certain real property located within Tract No. 39492 described on Exhibit "B" attached to this Agreement ("Bel Vintage's Currently Owned Property"). Bel Vintage previously owned that certain real property located within Tract No. 39492 described on Exhibit "C" attached to this Agreement (collectively, the "Transferred Lots"). Bel Vintage's Currently Owned Property and the Transferred Lots are individually and collectively referred to in this Agreement as "Bel Vintage's Property."

C. The County is the owner of that certain real property located adjacent to Tract No. 39492 described on Exhibit "D" attached to this Agreement (the "County's Property"). The County also owns an easement for access and utility purposes to the County's Property (the "Lot 31 Easement") which easement is twenty-five feet (25') in width and located over the northern portion of Lot 31 of Tract No. 39492 as more particularly shown on that certain Map for Tract No. 39492 filed on December 18, 1981 in Book 998 at Pages 34 through 40 of Maps of Los Angeles County (the "Tract 39492 Map") as being encumbered by the Lot 31 Easement (the "Lot 31 Easement Area"). Additionally, the County is the owner of an easement for access and an easement for utility purposes over portions of Tract No. 39492 and certain other property pursuant to that certain Director's Deed, dated as of May, 1975, made by the State of California in favor of the County and recorded July 30, 1975 as Instrument No. 2961 of the Official Records of Los Angeles County (the "1975 Easements"), which easements are shown on the Tract 39492 Map. The County may also be the owner or beneficiary of additional easements encumbering portions of Tract No. 39492 and/or the "HOA's Property" (as defined in Recital D), including easements by prescription created by the installation of any communication line or

other improvements serving the County's Property outside of the areas permitted by the 1975 Easements and/or the Lot 31 Easement (collectively, the "Additional Easements"). The 1975 Easements and the Additional Easements, except for the Lot 31 Easement, are collectively referred to herein as the "Existing County Easements".

D. Bel Vintage Homeowners Association, a California non-profit corporation (the "HOA"), owns, maintains and administers (i) that certain real property commonly referred to as Lots 42, 45 (which lot was increased by a lot line adjustment to include a portion of that certain real property commonly referred to as Lot 38), 46 and 47 of Tract No. 39492 (collectively, the "HOA Lots"); and (ii) the private streets within Tract No. 39492 designated as Via Amarilla, Calle Canela, Via Blanca and Calle Colorado (collectively, the "HOA Streets"). The HOA Lots and the HOA Streets are individually and collectively referred to in this Agreement as the "HOA's Property."

E. The County, Bryant and Bel Vintage and Boulevard desire that: (i) the County quitclaim its interest in Bryant's Property, Bel Vintage's Property and the HOA's Property, including the County's interest in the Existing County Easements (except only for the Lot 31 Easement which shall be retained by the County); (ii) the HOA grant the County certain other easements; (iii) Boulevard, an affiliate of Bel Vintage, perform certain work for the benefit of the County's Property; (iv) the County perform certain work for the benefit of Bryant's Property and Bel Vintage's Property; and (v) the parties make certain other agreements, all as more particularly provided in this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County, Bryant, Bel Vintage and Boulevard hereby agree as follows:

1. Fixed Price. Bryant and Bel Vintage shall pay to the County One Hundred Forty Six Thousand Six Hundred Thirty Two Dollars (\$146,632) (the "Fixed Price") in consideration of the County's agreement to enter into, execute and deliver this Agreement and perform its obligations under this Agreement, including the completion of the "County's Work" (as defined in Paragraph 6.2), by depositing the Fixed Price into Escrow (opened pursuant to Paragraph 4.3) as follows: (i) Bryant shall deposit Sixty Eight Thousand Nine Hundred Seventeen and 4/100 Dollars (\$68,917.04) of the Fixed Price ("Bryant's Fixed Price Share") into Escrow within seven (7) business days after the date this Agreement has been executed by the County, Bel Vintage, Boulevard and Bryant (the "Execution Date"); and (ii) Bel Vintage shall deposit Seventy Seven Thousand Seven Hundred Fourteen and 96/100 Dollars (\$77,714.96) of the Fixed Price ("Bel Vintage's Fixed Price Share") into Escrow within seven (7) business days after the Execution Date. Escrow Holder shall hold and disburse the Fixed Price in accordance with this Agreement.

2. Quitclaim of Existing County Easements.

2.1 Within Bryant's Property. The County shall quitclaim to Bryant all of the County's right, title and interest in and to Bryant's Property, including any and all of the



County's interest in the Existing County Easements encumbering Bryant's Property, but excluding the County's right, title and interest in and to the Lot 31 Easement, by quitclaim deed in the same form as Exhibit "E-1" attached to this Agreement (the "Bryant Quitclaim Deed"). The County shall deposit the Bryant Quitclaim Deed into Escrow within seven (7) business days after the Execution Date.

## 2.2 Within Bel Vintage's Property.

2.2.1 Bel Vintage's Currently Owned Property. The County shall quitclaim to Bel Vintage all of the County's right, title and interest in and to Bel Vintage's Currently Owned Property, including any and all of the County's interest in the Existing County Easements encumbering Bel Vintage's Currently Owned Property, by quitclaim deed in the same form as Exhibit "E-2" attached to this Agreement (the "Bel Vintage Quitclaim Deed"). The County shall deposit the Bel Vintage Quitclaim Deed into Escrow within seven (7) business days after the Execution Date.

2.2.2 Transferred Lots. The County shall quitclaim to each of the existing owners of record of the Transferred Lots all of the County's right, title and interest in and to each of the Transferred Lots, including any and all of the County's interest in the Existing County Easements encumbering each of the Transferred Lots, by a separate quitclaim deed for each of the lots comprising the Transferred Lots in the same form as Exhibit "E-3" attached to this Agreement (collectively, the "Transferred Lots Quitclaim Deeds"). The County shall deposit the Transferred Lots Quitclaim Deeds into Escrow within seven (7) business days after the Execution Date. Bel Vintage represents and warrants to Bryant and the County that the names of the owners of record (as of the Execution Date) and descriptions of each of such Transferred Lots listed on Schedule "1" of the Transferred Lots Quitclaim Deed are true, accurate and correct.

2.3 Within the HOA's Property. The County shall quitclaim to the HOA all of the County's right, title and interest in and to the HOA's Property, including any and all of the County's interest in the Existing County Easements encumbering the HOA's Property, by quitclaim deed in the same form as Exhibit "E-4" attached to this Agreement (the "HOA Quitclaim Deed"). The County shall deposit the HOA Quitclaim Deed into Escrow within seven (7) business days after the Execution Date.

3. Grant of Easements by the HOA. The HOA executed, acknowledged and delivered to Bryant, Bel Vintage and Boulevard a grant of easement in the form attached to this Agreement as Exhibit "F-1" (the "HOA Grant of Easement"). The County approves the HOA Grant of Easement in the form attached to this Agreement. Bryant, Bel Vintage and Boulevard shall deposit the original HOA Grant of Easement executed by the HOA into Escrow within seven (7) business days after the Execution Date. The County shall accept the interests being conveyed to the County pursuant to the HOA Grant of Easement by executing, acknowledging and delivering the certificate of acceptance in the form attached to this Agreement as Exhibit "F-2", which certificate shall be deposited into Escrow by the County within seven (7) business days after the Execution Date.

## 4. Escrow.

4.1 Agreement to Constitute Escrow Instructions. This Agreement also constitutes escrow instructions and a fully-executed copy or executed counterparts of this Agreement shall be deposited with Escrow Holder for this purpose.

4.2 Escrow Holder. The County, Bryant, Bel Vintage and Boulevard shall each deliver a fully-executed copy or executed counterparts of this Agreement to Escrow Holder within one (1) business day after the Execution Date. If Escrow Holder requires further escrow instructions, then Escrow Holder shall promptly prepare such escrow instructions on its usual form for a transaction similar to the transaction contemplated by this Agreement. Provided such further escrow instructions are consistent with this Agreement, the County, Bryant, Bel Vintage and Boulevard shall promptly execute such further escrow instructions and deliver them to Escrow Holder within seven (7) business days after such party's receipt of such further escrow instructions. The further escrow instructions shall incorporate the terms of this Agreement and shall provide that in the event of any conflict between the terms and conditions of this Agreement and such further escrow instructions, the terms and conditions of this Agreement shall control.

4.3 Opening of Escrow. Escrow shall be deemed opened on the date that Escrow Holder has received a fully-executed copy or executed counterparts of this Agreement from all of the parties (the "Escrow Opening Date"). Escrow Holder shall promptly give written notice of the Escrow Opening Date and the escrow number to the County, Bryant, Bel Vintage and Boulevard, shall enter such date and the escrow number on the top right corner of the first page of this Agreement in the space provided for such purpose and deliver a copy of such completed page to each of the parties.

4.4 The County Required to Deliver. Within seven (7) business days after the Execution Date, the County shall deposit into Escrow the following (properly executed and acknowledged, if applicable):

- (i) One (1) original of the Bryant Quitclaim Deed;
- (ii) One (1) original of the Bel Vintage Quitclaim Deed;
- (iii) One (1) original of each of the Transferred Lots Quitclaim Deeds;
- (iv) One (1) original of the HOA Quitclaim Deed;
- (v) One (1) original of the certificate of acceptance in the form attached to the HOA Grant of Easement;
- (vi) One (1) original of the "Memorandum of County Licences" (as defined in Paragraph 12.1);
- (vii) One (1) original of the "Memorandum of Bryant Licences" (as defined in Paragraph 12.2);

(viii) One (1) original of the "Memorandum of Bel Vintage Licences" (as defined in Paragraph 12.3); and

(ix) All other documents reasonably required by Escrow Holder pursuant to this Agreement to be deposited by the County to close Escrow.

4.5 Bryant Required to Deliver. Within seven (7) business days after the Execution Date, Bryant shall deposit into Escrow the following (properly executed and acknowledged, if applicable):

(i) Sixty Eight Thousand Nine Hundred Seventeen and 4/100 Dollars (\$68,917.04) in immediately available federal funds as Bryant's Fixed Price Share pursuant to Paragraph 1;

(ii) Thirty Four Thousand Five Hundred Forty One and 71/100 Dollars (\$34,541.71) in immediately available federal funds as "Bryant's Work Deposit Share" (as defined in Paragraph 5.7.1) pursuant to Paragraph 5.7.1;

(iii) Funds in an amount reasonably required by Escrow Holder for Bryant's share of Escrow costs pursuant to Paragraph 4.11;

(iv) One (1) original of the Memorandum of County Licences;

(v) One (1) original of the Memorandum of Bryant Licences;

(vi) One (1) original of the Memorandum of Boulevard Licences; and

(vii) All other documents reasonably required by Escrow Holder pursuant to this Agreement to be deposited by Bryant to close Escrow.

4.6 Bel Vintage Required to Deliver. Within seven (7) business days after the Execution Date, Bel Vintage shall deposit into Escrow the following (properly executed and acknowledged, if applicable):

(i) Seventy Seven Thousand Seven Hundred Fourteen and 96/100 Dollars (\$77,714.96) in immediately available federal funds as Bel Vintage's Fixed Price Share pursuant to Paragraph 1;

(ii) Thirty Eight Thousand Nine Hundred Fifty One and 29/100 Dollars (\$38,951.29) in immediately available federal funds as "Bel Vintage's Work Deposit Share" (as defined in Paragraph 5.7.1) pursuant to Paragraph 5.7.1;

(iii) Funds in an amount reasonably required by Escrow Holder for Bel Vintage's share of Escrow costs pursuant to Paragraph 4.11;

(iv) One (1) original of the Memorandum of County Licences;

- (v) One (1) original of the Memorandum of Bryant Licences;
  - (vi) One (1) original of the Memorandum of Bel Vintage Licences;
- and

(vii) All other documents reasonably required by Escrow Holder pursuant to this Agreement to be deposited by Bel Vintage to close Escrow.

4.7 Boulevard Required to Deliver. Within seven (7) business days after the Execution Date, Boulevard shall deposit into Escrow the following (properly executed and acknowledged, if applicable):

- (i) One (1) original of the Memorandum of County Licences;
- (ii) One (1) original of the Memorandum of Bryant Licences;
- (iii) One (1) original of the Memorandum of Boulevard Licences; and
- (iv) Any documents reasonably required by Escrow Holder pursuant to this Agreement to be deposited by Boulevard to close the Escrow.

4.8 HOA Grant of Easement. Within seven (7) business days after the Execution Date, Bryant and/or Bel Vintage shall deposit into Escrow the HOA Grant of Easement (properly executed and acknowledged by the HOA).

4.9 Close of Escrow. Escrow Holder shall close Escrow eight (8) business days after the Execution Date (the "Closing Date"). However, without limiting the respective obligations of the parties under this Agreement, Escrow shall not close unless and until all parties have deposited with Escrow Holder all sums and documents required to be deposited into Escrow as provided in this Agreement. The close of Escrow shall be the date on which the HOA Grant of Easement and all of the quitclaim deeds required to be deposited into Escrow are recorded in the Official Records of the Recorder's Office of Los Angeles County (the "Official Records").

4.10 Distribution of Documents; Delivery and/or Escrow of Funds. To close Escrow, Escrow Holder shall immediately:

- (i) cause Bryant's Quitclaim Deed, Bel Vintage's Quitclaim Deed, each of the Transferred Lots Quitclaim Deeds and the HOA Quitclaim Deed to be recorded in the Official Records;
- (ii) then immediately thereafter cause the HOA Grant of Easement to be recorded in the Official Records;
- (iii) then immediately thereafter cause the Memorandum of County Licenses, the Memorandum of Bryant Licenses and the

Memorandum of Bel Vintage Licences to be recorded in the Official Records;

- (iv) then immediately thereafter deliver to the County: (a) One Hundred Nineteen Thousand Six Hundred Thirty Two Dollars (\$119,632) of the Fixed Price; and (b) conformed copies of all documents recorded as part of Escrow;
- (v) then immediately deliver to Bryant conformed copies of all documents recorded as part of Escrow;
- (vi) then immediately deliver to both Bel Vintage and Boulevard conformed copies of all documents recorded as part of Escrow;
- (vii) then, without interruption, continue to hold both Bryant's Work Deposit Share and Bel Vintage's Work Deposit Share in Escrow, which sums shall be deposited by Escrow Holder upon receipt in a separate interest-bearing, federally-insured account (the "Work Deposit Account") with interest accruing on such sums until such sums are distributed in accordance with the provisions of this Agreement, including Paragraph 5.7.3; and
- (viii) then, without interruption, continue to hold the remaining Twenty Seven Thousand Dollars (\$27,000) of the Fixed Price (the "Remaining Fixed Price") in Escrow, which sum shall be deposited by Escrow Holder upon receipt in a separate interest-bearing, federally-insured account with interest accruing on such sum until such sum is released to the County, or is returned to Bryant and Bel Vintage, in accordance with the provisions of this Agreement, including Paragraph 6.6.

4.11 Costs of Escrow. Bryant shall pay: (i) forty-seven percent (47%) of the Escrow fees; and (ii) forty-seven percent (47%) of the costs of recording the HOA Grant of Easement and all other documents recorded in Escrow. Bel Vintage shall pay: (a) fifty-three percent (53%) of the Escrow fees; and (b) fifty-three percent (53%) of the costs of recording the HOA Grant of Easement and all other documents recorded in Escrow.

5. Boulevard's Work.

5.1 Boulevard's Communication Work.

5.1.1 Description of the Work. Boulevard shall: (i) install two (2) "handhold" junction boxes near the intersection of the County's Property and the Lot 31 Easement Area and a third junction box on the side of the existing building on the County's Property (the "Building Junction Box"); (ii) install three (3) empty conduit lines from a point adjacent to the existing telephone line and utility lines near Via Blanca through the Lot 31 Easement Area and then through the County's Property to terminate at, and be connected to, the

“handhold” junction boxes (with two of the lines being connected to one box and the third line to be connected to the second box); (iii) install one (1) empty conduit line from the junction box containing the third conduit line to terminate at, and be connected to, the Building Junction Box; and (iv) install two (2) empty conduit lines from the other “handhold” junction box to terminate within the County’s Property adjacent to the existing building, all in the manner described on Exhibit “G-1” attached to this Agreement and in the locations shown on the map attached as Exhibit “G-2” attached to this Agreement (collectively, “Boulevard’s Communication Work”).

5.1.2 Construction Schedule. Boulevard shall commence and diligently proceed with the completion of Boulevard’s Communication Work commencing on the Closing Date and complete Boulevard’s Communication Work within sixty (60) days after the Closing Date (the “Target Boulevard Communication Work Completion Date”). The Target Boulevard Communication Work Completion Date may be extended by any period that such work is prevented by any act of God, unforeseeable adverse weather, labor shortage or other similar factors (other than financial or economic factors) outside Bel Vintage and Boulevard’s control (“Boulevard Force Majeure Events”). Bel Vintage and Boulevard shall give Bryant and the County written notice of any Boulevard Force Majeure Event and its duration and impact on the completion of Boulevard’s Communication Work as and when any such Boulevard Force Majeure Event occurs.

## 5.2 Slope Improvements.

### 5.2.1 Description of the Work.

5.2.1.1 Subject to Paragraph 5.2.1.2, Boulevard shall:

(i) make arrangements with Southern California Water Company (“SCWC”) to establish water service to the County’s Property, including arranging for SCWC to: (a) install and inspect the water meter, service lateral and related appurtenances generally described on Exhibit “H-1” attached to this Agreement in the locations shown on Exhibit “H-2” attached to this Agreement; (b) install and inspect such other related appurtenances not described on Exhibit “H-1” as SCWC requires to complete the installation of the water meter and service lateral; and (c) complete such other incidental work as SCWC requires to be completed to establish water service to the County’s Property (collectively, the “Water Service Establishment Work”). Upon completion of the Water Service Establishment Work, Boulevard shall pay SCWC the fee charged by SCWC for SCWC’s completion of its portion of the Water Service Establishment Work, which fee is presently anticipated to be approximately Two Thousand Five Hundred Dollars (\$2,500) (the “Water Service Establishment Costs”).

(ii) plant the landscaping described on, and in the manner described on, Exhibit "H-1" (the "Landscaping") on the slopes shown on Exhibit "H-2" (the "Slopes");

(iii) install an irrigation system to irrigate the Landscaping on the Slopes in the manner described on Exhibit "H-1" in the locations shown on Exhibit "H-2" ( the "Irrigation System");

(iv) install the drainage improvements described on Exhibit "H-1" in the locations shown on Exhibit "H-2" (the "Slope Drainage Improvements"); and

(v) perform the grading/slope trimming described on Exhibit "H-1" in the locations shown on Exhibit "H-2".

The work described in subsections (i) through (v) above is collectively referred to in this Agreement as the "Slope Improvements."

5.2.1.2 If required by SCWC, the County shall sign any application and/or other documentation required by SCWC to be signed by the County to establish water service to the County's Property in the County's name (to the extent that Boulevard cannot sign such documentation in its capacity as a contractor) and complete any and all other tasks necessary or appropriate to establish water service to the County's Property, excluding any work to be completed by Boulevard as part of the Slope Improvements, so that water is available within the County's Property to irrigate the Landscaping (collectively, the "County Water Service Work"). However, if SCWC requires the County to undertake any liability for the installation of the water meter, service laterals and related appurtenances and/or the completion of any other work, including the installation, testing and certification of any backflow device within the service laterals and/or the Irrigation System, to be performed by SCWC and/or Boulevard as part of the Water Service Establishment Work and/or the Slope Improvements pursuant to any application and/or other documentation required by SCWC to be signed by the County to establish water service to the County's Property, then Boulevard shall (as part of the Water Service Establishment Work and/or the Slope Improvements) undertake such liability on behalf of the County. It is understood and agreed that: (a) the County Water Service Work shall specifically exclude (1) the work required to be completed by Boulevard and the SCWC as part of completing the Water Service Establishment Work and the Slope Improvements, (2) the payment of the Water Service Establishment Costs and the cost of completing the Slope Improvements and (3) the payment of any other costs which SCWC may be required to be paid for construction and installation work included in the Water Service Establishment Work and the Slope Improvements which are not directly related to the water consumption or on-going provision of water to the County's Property; and (b) the County shall retain any liability for the water consumption on the County's Property and for the on-going provision of water to the County's Property after water service to the County's Property has been established. The County shall perform each task within the County Water Service Work within ten (10) business days after Boulevard requests the County in writing to perform each such task unless such work is prevented by any "County Force Majeure Event" (as defined in

Paragraph 6.2). The County shall give Bryant and Bel Vintage and Boulevard written notice of any County Force Majeure Event and its duration and impact on the completion of the County Water Service Work as and when any such County Force Majeure Event occurs. The County shall pay any and all reoccurring charges for the water service itself and any other costs related to the provision of water service to the County's Property other than the Water Services Establishment Costs.

#### 5.2.2 Construction Schedule.

5.2.2.1 Subject to Paragraph 5.2.2.2, Boulevard shall commence and diligently proceed with the completion of the Slope Improvements on the Closing Date and complete such improvements within sixty (60) days after the date that water service to the County's Property is established (the "Target Slope Improvements Completion Date").

5.2.2.2 The Target Slope Improvement Completion Date may be extended by any period that such work is prevented by any Boulevard Force Majeure Events. Boulevard shall give Bryant and the County written notice of any Boulevard Force Majeure Event and its duration and impact on the completion of the affected Slope Improvements as and when any such Boulevard Force Majeure Event occurs. If water service to the County's Property is not established for any reason other than a default of Boulevard (i) within one hundred eighty (180) days after the Closing Date (if no County Force Majeure Event has occurred) or (ii) within the time period equal to one hundred eighty (180) days after the Closing Date plus the number of days that a County Force Majeure Event delayed the completion of the County Water Service Work (if a County Force Majeure Event has occurred), then Boulevard shall not be required to plant the Landscaping, install the Irrigation System or perform the "Landscape Maintenance Work" (as defined in Paragraph 5.5.1) and all references in this Agreement to Boulevard's obligation to complete such work shall be revised accordingly.

5.3 Performance of Boulevard's Work. Boulevard shall act on its own behalf and as Bel Vintage's general contractor to complete Boulevard's Communication Work, the Slope Improvements and the Landscape Maintenance Work (collectively, "Boulevard's Work"). Boulevard shall obtain all necessary or appropriate permits and approvals for the completion of all of Boulevard's Work from all applicable governmental, quasi-governmental and public agencies having jurisdiction over such work, Tract No. 39492 and/or the County's Property (individually and collectively, "Governmental Agencies") and shall complete Boulevard's Work in a good and workmanlike manner and in accordance with the permits and approvals for such work, the plans and specifications for such work approved by the applicable Governmental Agencies and this Agreement. Further, Boulevard shall comply with, and shall cause all of Boulevard's contractors and persons under Boulevard's control to comply with, all applicable laws, rules and regulations of the Governmental Agencies in performing Boulevard's Work.

5.4 Determination of Completion of Work By Bel Vintage and Boulevard. Upon completion of each segment of Boulevard's Work specified on Exhibit "I" attached to this Agreement, Boulevard shall provide Bryant, the County and Escrow Holder: (a) a written certification from both Boulevard and the person or entity designated as the "Certifying Party" for the applicable segment of Boulevard's Work on Exhibit "I" that all of the improvements



and work have been completed in accordance with all plans, specifications, permits and approvals applicable to such segment of Boulevard's Work and this Agreement; (b) copies of all permits and approvals obtained by Boulevard in connection with such segment of Boulevard's Work; and (c) evidence, including all appropriate lien releases from any and all contractors, subcontractors, materialmen and laborers who performed any portion of Boulevard's Work ("Boulevard's Contractors"), that there neither are, nor will be, any liens against the County's Property, Bryant's Property, any property owned by third parties or the applicable segment of Boulevard's Work arising from or in connection with the completion of such work (collectively, "Boulevard's Completion Evidence"). Upon the completion of Boulevard's Work, all improvements installed as a fixture on the County's Property as part of Boulevard's Work shall become the property of the County, including the irrigation system installed as part of the Slope Improvements. Additionally, upon the completion of each segment of Boulevard's Work, Boulevard shall be deemed to have assigned to Bryant and the County on a non-exclusive basis and without representation and warranty, any and all manufactures', suppliers', distributors' or other warranties or similar rights of any kind which Boulevard has against a third party to the extent applicable to such segment of Boulevard's Work.

#### 5.5 Maintenance Work.

5.5.1 By Boulevard Boulevard shall maintain the Landscaping and the Irrigation System on the Slopes within the County's Property in accordance with the maintenance standards set forth on that certain Landscaping Plan, dated August 16, 2004, prepared by David Evans & Associates as amended (collectively, the "Landscape Maintenance Work") for the period of two (2) years beginning on the date Boulevard completes planting the Landscaping and installing the Irrigation System (the "Landscape Maintenance Period"). Boulevard shall contract with one or more "Approved Subcontractors" (as defined below) who are not affiliated with Boulevard for the performance of the Landscape Maintenance Work. The following subcontractors are "Approved Subcontractors": (i) any subcontractor who plants the Landscaping as part of the Slope Improvements; (ii) any subcontractor now or hereafter contracted by the HOA to perform landscape maintenance on any property owned or managed by the HOA; and/or (iii) any other subcontractor approved by the County and Bryant, which approval shall not be unreasonably withheld, conditioned or delayed.

5.5.2 By the County. The County shall maintain: (i) the improvements installed by Boulevard as part of Boulevard's Communications Work from and after the date Boulevard completes Boulevard's Communication Work; (ii) the Slope Improvements (other than the Landscaping and the Irrigation System) from and after the date Boulevard completes the Slope Improvements; and (ii) the Landscaping and the Irrigation System from and after the end of the Landscape Maintenance Period.

#### 5.6 Payment.

5.6.1 By Bryant. Bryant shall pay forty-seven percent (47%) of the actual costs of completing Boulevard's Work. Boulevard shall not be entitled to any fee or compensation as general contractor in connection with Boulevard's Work and the actual costs of completing Boulevard's Work shall exclude any such fee or compensation.

5.6.2 By Bel Vintage. Bel Vintage shall pay fifty-three percent (53%) of the actual costs of completing Boulevard's Work.

5.7 Security.

5.7.1 Work Payment. Bryant and Bel Vintage shall deposit Seventy Three Thousand Four Hundred Ninety Three Dollars (\$73,493) (the "Work Deposit") into Escrow as follows: (i) Bryant shall deposit Thirty Four Thousand Five Hundred Forty One and 71/100 Dollars (\$34,541.71) of the Work Deposit ("Bryant's Work Deposit Share") into Escrow within seven (7) business days after the Execution Date; and (ii) Bel Vintage shall deposit Thirty Eight Thousand Nine Hundred Fifty One and 29/100 Dollars (\$38,951.29) of the Work Deposit ("Bel Vintage's Work Deposit Share") into Escrow within seven (7) business days after the Execution Date. Escrow Holder shall hold and disburse the Work Deposit in accordance with this Agreement.

5.7.2 Payment Schedule. Attached as Exhibit "J" to this Agreement is a payment schedule allocating the Work Deposit over the segments of Boulevard's Work (the "Payment Schedule").

5.7.3 Disbursements for Boulevard's Work.

5.7.3.1 Escrow Holder shall disburse to Boulevard funds from the Work Deposit Account as set forth in this Paragraph 5.7.3. Within fifteen (15) business days after each segment of Boulevard's Work has been completed, Boulevard shall deliver to Escrow Holder, Bryant and the County the following: (i) Boulevard's written request for a disbursement from the Work Deposit Account for the segment for which payment is being requested together with copies of all invoices and appropriate lien releases from each of Boulevard's Contractors who performed any work related to such segment; and (ii) Boulevard's Completion Evidence for such segment (each a "Payment Request"). As part of each Payment Request, Boulevard shall include conditional lien releases from each of Boulevard's Contractors to be paid from the disbursement covered by the Payment Request and unconditional lien releases from each of Boulevard's Contractors who have completed any work for which a previous disbursement from the Work Deposit Account has been made. In the case of the Landscape Maintenance Work: (a) the Approved Subcontractor shall be paid on a monthly basis for such work; (b) Boulevard shall submit a separate Payment Request covering each month within the Landscape Maintenance Period and not more than one Payment Request per month; and (c) Boulevard may update Boulevard's Completion Evidence previously submitted for the Landscape Maintenance Work (it being understood that Boulevard does not need to re-submit information previously given as part of a Payment Request for prior Landscape Maintenance Work if such information has not changed).

5.7.3.2 After Escrow Holder receives a Payment Request, Escrow Holder shall: (i) calculate the "Allowable Payment" (as defined below); (ii) subject to Paragraph 5.7.3.5, disburse ninety percent (90%) of the Allowable Payment to Boulevard within the "Disbursement Period" (as defined in Paragraph 5.7.3.5) from the Work Deposit Account; and (iii) retain the remaining ten percent (10%) of the Allowable Payment (the "Retention") in the Work Deposit Account. The "Allowable Payment" for each Payment Request shall be the

lesser of: (a) the total amount shown on Boulevard's Contractors' invoices submitted as part of the Payment Request; or (b) the amount for such segment of Boulevard's Work shown on the Payment Schedule. All distributions from the Work Deposit Account by Escrow Holder shall be made by one or more joint checks with the joint checks to be made payable to Boulevard and each of Boulevard's Contractors who submitted an invoice for any work covered by the Payment Request unless Boulevard provides, as part of Boulevard's Payment Request, evidence that such persons have been paid in full for the amount shown their respective invoices and an unconditional lien release from such persons.

5.7.3.3 Within thirty-five (35) business days after the completion of Boulevard's Communication Work and the Slope Improvements, Boulevard shall deliver to Escrow Holder, Bryant and the County the following: (i) Boulevard's written request for payment of the Retention for such work; and (ii) to the extent not previously delivered to Escrow Holder, Bryant and the County, all of Boulevard's Completion Evidence for Boulevard's Replacement Communication Work and the Slope Improvements and unconditional lien releases from all of Boulevard's Contractors who performed any of Boulevard's Work (except for the Approved Subcontractor then performing the Landscape Maintenance Work). After Escrow Holder receives such request, subject to Paragraph 5.7.3.5, Escrow Holder shall disburse to Boulevard within the Disbursement Period the Retention for Boulevard's Communication Work and the Slope Improvements from the Work Deposit Account. Within thirty-five (35) business days after the termination of the Landscape Maintenance Period, Boulevard shall deliver to Escrow Holder, Bryant and the County the following: (i) Boulevard's written request for payment of the Retention for such work; and (ii) to the extent not previously delivered to Escrow Holder, Bryant and the County, all of Boulevard's Completion Evidence for the Landscape Maintenance Work and unconditional lien releases from all of Boulevard's Contractors who performed any of Boulevard's Work. After Escrow Holder receives such request, subject to Paragraph 5.7.3.5, Escrow Holder shall disburse to Boulevard within the Disbursement Period the Retention for the Landscape Maintenance Work from the Work Deposit Account. A request for payment of the Retention is referred to herein as a "Final Payment Request".

5.7.3.4 Boulevard's submission of any Payment Request or Final Payment Request shall constitute a representation and warranty by Boulevard that: (i) all items of work covered by such Payment Request or Final Payment Request, as applicable, have been completed in accordance with this Agreement; (ii) Boulevard's Contractors will be paid the amounts set forth in any conditional lien releases provided as part of any Payment Request immediately after Escrow Holder disburses the funds corresponding to such Payment Request; (iii) the amounts listed on any invoice submitted as part of a Payment Request cover only costs incurred in the completion of the corresponding portion of Boulevard's Work and no amounts listed on any invoice have been or will be listed on any other invoice for Boulevard's Work or be submitted to Bryant or any other person (other than Boulevard) for payment; (iv) the amounts listed on such invoices do not include any overhead or profit paid to, or other compensation for services rendered by, Boulevard, any of Boulevard's affiliates, Bel Vintage or any of Bel Vintage's affiliates; and (v) Boulevard will keep Bryant's Property, the County's Property and/or any other property owned by the County, Bryant or any third party and Boulevard's Work free and clear of any mechanic's or materialmen's liens arising from or in connection with the completion of Boulevard's Work.

5.7.3.5 Each "Disbursement Period" shall commence ten (10) business days after Escrow Holder receives Boulevard's Payment Request or Final Payment Request, as applicable, and terminate five (5) business days thereafter. If either the County or Bryant dispute any matter set forth in Boulevard's Payment Request or Final Payment Request, as applicable, the County and Bryant shall advise the other parties to this Agreement and Escrow Holder of such dispute prior to the commencement of the applicable Disbursement Period by delivering a written notice to all other parties and Escrow Holder specifying the reasons for such dispute. Escrow Holder shall not disburse any funds related to a disputed Payment Request or Final Payment Request, as applicable, until such dispute is resolved.

5.7.3.6 Upon any exercise by or on behalf of the County of the "County's Self-Help Right" pursuant to Paragraph 5.8 or by or on behalf of Bryant of "Bryant's Self-Help Right" pursuant to Paragraph 14.13, Escrow Holder shall promptly disburse to the County or Bryant, as applicable, upon demand of either Bryant or the County, funds from the Work Deposit Account to pay the costs of exercising the County's Self-Help Right or Bryant's Self-Help Right, as applicable.

5.7.3.7 Escrow Holder shall pay Bryant forty-seven percent (47%), and Bel Vintage fifty-three percent (53%), of all funds remaining in the Work Deposit Account (including any interest which has accrued thereon) upon the earlier to occur of (i) fifty-one (51) business days after all of Boulevard's Work is completed; or (ii) July 1, 2007.

## 5.8 The County's Self-Help Rights:

5.8.1 Generally. If: (i) Boulevard fails to perform any of Boulevard's Work in accordance with any of the start dates and completion dates set forth in Paragraphs 5.1.2, 5.2.2 and 5.5, as applicable, and/or any other provisions of this Agreement applicable to Boulevard's Work; and (ii) does not cure such failure within fifteen (15) days after being given written notice of such failure, then Boulevard shall be in breach of this Agreement, and (without limiting any other rights and remedies available to both Bryant and the County at law or in equity), the County shall have the right, but not the obligation, to take over performance of the portion of Boulevard's Work which Boulevard has failed to complete (the "County's Self-Help Right").

5.8.2 Exercise of the County's Self-Help Right. Any exercise by the County of the County's Self-Help Right shall not relieve Boulevard of its obligation to complete the remaining portions of Boulevard's Work in accordance with this Agreement. In the event the County exercises the County's Self-Help Right, Boulevard shall, within ten (10) days after the County's written demand therefor ("Reimbursement Notice"), reimburse the County in cash for all out-of-pocket costs actually incurred by the County in the performance of such portion of Boulevard's Work (the "County's Self-Help Costs"). The County may recover the County's Self-Help Costs from funds in the Work Deposit Account (up to the amount shown on the Payment Schedule for such segment of Boulevard's Work so completed by the County) upon submission of evidence that the County has completed such work and accompanying invoices evidencing the County's Self-Help Costs.

5.9 Temporary Construction Licenses.

5.9.1 License Granted by the County.

5.9.1.1 The County hereby grants Boulevard and Bryant (if Bryant exercises Bryant's Self-Help Right) a temporary non-exclusive license to enter and use the portions of the County's Property designated on Exhibit "1" of the Memorandum of County Licenses and the Lot 31 Easement Area as necessary or appropriate to complete Boulevard's Work on the terms and conditions set forth in this Agreement (the "County License"). The entering party shall: (i) conduct any entry on the County's Property and the Lot 31 Easement Area in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on the County's Property and Lot 31; (ii) enter and/or use the County's Property and the Lot 31 Easement Area only for the purposes set forth in the County License; (iii) follow the security and work guidelines applicable to such entry onto the County's Property and the completion of any of Boulevard's Work on the County's Property set forth in Exhibit "K" attached to this Agreement (the "County Security Guidelines"); and (iv) enter and/or use the Lot 31 Easement Area only as permitted by the Lot 31 Easement. The County retains the right to use, and permit third parties to use, the County's Property. Bryant, as the owner of Lot 31, consents to the inclusion in the County License of the right to enter and/or use the Lot 31 Easement Area as necessary or appropriate to complete Boulevard's Work in accordance with this Agreement.

5.9.1.2 The term of the County License (and the right to enter and/or use the County's Property and the Lot 31 Easement Area as permitted by the County License) to complete Boulevard's Work shall commence on the Closing Date and shall terminate on the earlier of: (a) the completion of Boulevard's Work; (b) subject to Paragraph 14.13.2, at the County's election, the end of the Landscape Maintenance Period if Boulevard's Work has not been completed by such date; or (iii) subject to Paragraph 14.13.2, at the County's election, July 1, 2007.

5.9.2 License Granted By Bryant.

5.9.2.1 Bryant hereby grants Boulevard and the County (if the County exercises the County's Self-Help Right) a temporary non-exclusive license to enter and use the portions of Bryant's Property located within Lot 35 of Tract No. 39492 designated in Exhibit "1" of the Memorandum of Bryant Licenses as necessary or appropriate to complete the Slope Improvements (the "Bryant License Area For Boulevard's Work") on the terms and conditions set forth in this Agreement (the "Bryant License For Boulevard's Work"). The entering party shall conduct any entry on the Bryant License Area For Boulevard's Work in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on Bryant's Property and shall enter and/or use the Bryant License Area For Boulevard's Work only for the purposes set forth in the Bryant License For Boulevard's Work. Bryant retains the right to use, and permit third parties to use, Bryant's Property, including the Bryant License Area For Boulevard's Work.

5.9.2.2 The term of the Bryant License For Boulevard's Work and the right to enter and/or use the Bryant License Area For Boulevard's Work to complete the Slope Improvements shall commence on the Closing Date and shall terminate on the earlier of: (i) the completion of the Slope Improvements; (ii) subject to Paragraph 14.13.2, at Bryant's election, upon the Target Slope Improvements Completion Date if the Slope Improvements have not been completed by such date; or (iii) subject to Paragraph 14.13.2, at Bryant's election, July 1, 2005.

5.9.3 License Granted By Bel Vintage.

5.9.3.1 Bel Vintage hereby grants Boulevard, the County (if the County exercises the County's Self-Help Right) and Bryant (if Bryant exercises Bryant's Self-Help Right) a temporary non-exclusive license to enter and use the portions of Bel Vintage's Property located within Lot 34 of Tract No. 39492 designated in Exhibit "I" of the Memorandum of Bel Vintage Licenses as necessary or appropriate to complete the Slope Improvements (the "Bel Vintage License Area For Boulevard's Work") on the terms and conditions set forth in this Agreement (the "Bel Vintage License For Boulevard's Work"). The entering party shall conduct any entry on the Bel Vintage License Area For Boulevard's Work in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on Bel Vintage's Property and shall enter and/or use the Bel Vintage License Area For Boulevard's Work only for the purposes set forth in the Bel Vintage License For Boulevard's Work. Bel Vintage retain the right to use, and permit third parties to use, Bel Vintage's Property, including the Bel Vintage License Area For Boulevard's Work.

5.9.3.2 The term of the Bel Vintage License For Boulevard's Work (and the right to enter and/or use the Bel Vintage License Area For Boulevard's Work as permitted by the Bel Vintage License For Boulevard's Work) shall commence on the Closing Date and shall terminate on the completion of the Slope Improvements.

6. County's Work.

6.1 Description of the County's Work.

6.1.1 The County's Communication Work. The County shall complete all applications and perform all tasks necessary or appropriate to complete the installation of a replacement communication line within the third conduit line installed as part of Boulevard's Communication Work and establish telephone service to the County's Property, including arranging with Verizon to perform any and all work required to (i) install new telephone/communication line(s) which connects to the existing telephone/communication line and then pull such line(s) through the third conduit line and connect it to the Building Junction Box; and (ii) provide telephone service within the existing building on the County's Property, all in the manner described on Exhibit "G-1" attached to this Agreement and in the locations shown on the map attached as Exhibit "G-2" attached to this Agreement (collectively, the "County's Communication Work") in accordance with the terms and conditions of this Agreement. Except for the work to be completed by Boulevard as part of the Water Service Establishment Work, the County shall also be responsible to establish any other utility services to the County's Property, including connecting the two (2) other conduit lines installed as part

of Boulevard's Communication Work to utility lines within Via Blanca and installing and/or connecting any improvements within the such conduit to provide service to the County's Property or otherwise.

6.1.2 County Removal Work. The County shall perform any and all work required to remove the utility lines, poles and related improvements shown generally on Exhibit "L" attached to this Agreement, remove any and all other improvements of the County lying within Bryant's Property (other than the existing improvements within the Lot 31 Easement Area), Bel Vintage's Property and any property owned by third parties within Tract No. 39492, cause any and all excavations caused by the removal of such improvements to be filled and restored to complement the existing grade and state of the property immediately surrounding such excavations and restore and/or repair any then existing erosion control landscaping or other improvements affected by the removal of such utility lines, poles and related improvements (collectively, the "County Removal Work") in accordance with the terms and conditions of this Agreement. At the County's election, instead of completely removing the utility poles located on the slopes of Tract No. 39492, these poles may be cut twelve inches (12") below grade, the upper portion of the pole removed and the resultant excavation restored to complement the existing grade (leaving the lower portion of the pole buried underground).

6.2 Construction Schedule. The County shall commence and diligently proceed with the completion of the County's Communication Work and the County Removal Work (collectively, the "County's Work") commencing on the date that Boulevard completes Boulevard's Communication Work (the "County Work Commencement Date") and complete the County's Work within one hundred eighty (180) days after the County Work Commencement Date (the "Target County Work Completion Date"). The Target County Work Completion Date may be extended by any act of God, unforeseeable adverse weather, labor shortage or other similar factors (other than financial or economic factors) outside the County's control ("County Force Majeure Events"). The County shall give Bryant and Bel Vintage and Boulevard written notice of any County Force Majeure Event and its duration and impact on the completion of the County Work as and when any such County Force Majeure Event occurs.

6.3 Performance of the County Work. The County shall obtain all necessary or appropriate permits and approvals for the completion of the County Work from all Governmental Agencies and shall complete the County Work in a good and workmanlike manner and in accordance with this Agreement. Further, the County shall comply with, and shall cause all of the County's contractors and persons under the County's control to comply with, all applicable laws, rules and regulations of the Governmental Agencies in performing the County Work.

6.4 Determination of Completion of Work By the County. Upon completion of the County Work, the County shall provide Bryant, Bel Vintage and Boulevard and Escrow Holder: (a) a written certification from Roy Fujimori, of the County's Internal Services Department, that all of the County Removal Work has been completed in accordance with this Agreement (it being understood and agreed that the County's Communication Work shall be deemed completed in accordance with this Agreement upon the provision of telephone service by Verizon to the County's Property); (b) copies of all permits and approvals obtained by the County in connection with the County's Work; and (c) unconditional lien releases from each contractor, subcontractor, materialman or laborer who performed any work related to or in

connection with the County's Work and evidence that there neither are, nor will be, any liens against Bryant's Property, Bel Vintage's Property and/or any other property owned by Bryant, Bel Vintage or any third party arising from or in connection with the completion of the County's Work (collectively, the "County Completion Evidence"). Verizon may not give a certificate as required above. In such event, Verizon shall be deemed to have given such certificate if telephone service is provided to the County's Property by Verizon.

6.5 Payment. The County shall receive the Fixed Price for the performance of the County's obligations under this Agreement as provided in Paragraph 1.

6.6 Disbursement of the Remaining Fixed Price. Within ten (10) days after both: (i) the County's Work has been completed in accordance with this Agreement and (ii) Bryant, Bel Vintage and Boulevard and Escrow Holder have each received the County's written request for disbursement of the Remaining Fixed Price together with the County Completion Evidence, Escrow Holder shall (a) release the Remaining Fixed Price to the County; (b) pay Bryant forty-seven percent (47 %) of the interest accrued on the Fixed Price while held by Escrow Holder (the "Fixed Price Interest"); and (c) pay Bel Vintage fifty-three percent (53 %) of the Fixed Price Interest.

6.7 County Work Self-Help Rights.

6.7.1 Generally. If: (i) the County fails to perform the County's Work in accordance with the start date and completion date set forth in Paragraph 6.2 and/or any other provisions of this Agreement applicable to the County's Work; and (ii) does not cure such failure within fifteen (15) days after being given written notice of such failure, then the County shall be in breach of this Agreement, and (without limiting any other rights and remedies available to both Bryant and Bel Vintage at law or in equity), Bryant and/or Bel Vintage shall each have the right, but not the obligation, to take over performance of the portion of the County's Work which involves the removal of the utility lines, poles and related improvements shown generally on Exhibit "L" which are located within the County's Property, Bryant's Property and/or Bel Vintage's Property (the "Bryant/Bel Vintage Self-Help Right").

6.7.2 Exercise of the Bryant/Bel Vintage Self-Help Right. Any exercise by Bryant and/or Bel Vintage of the Bryant/Bel Vintage Self-Help Right shall not relieve the County of its obligation to complete the remaining portions of the County's Work in accordance with this Agreement. In the event Bryant and/or Bel Vintage exercise the Bryant/Bel Vintage Self-Help Right, the County shall, within ten (10) days after the party performing the work pursuant to an exercise of the Bryant/Bel Vintage Self-Help Right gives the County written demand therefor, reimburse the demanding party in cash for all out-of-pocket costs actually incurred by such party in the performance of such portion of the County's Work (the "Bryant/Bel Vintage Self-Help Costs"), which reimbursement obligation shall not exceed the amount of the Remaining Fixed Price. Bryant and/or Bel Vintage may recover the Bryant/Bel Vintage Self-Help Costs from the Remaining Fixed Price held in Escrow in lieu of recovering such costs from the County.

6.8 Temporary Construction Licenses.



#### 6.8.1 License Granted By Bryant.

##### 6.8.1.1 Bryant hereby grants the County a temporary non-exclusive

license to enter and use such portions of Bryant's Property within the portions of Lots 25, 26, 30 and 31 of Tract No. 39492 designated in Exhibit "2" of the Memorandum of Bryant Licenses as necessary or appropriate to complete the County Removal Work (the "Bryant License Area For County Work") on the terms and conditions set forth in this Agreement (the "Bryant License For County Work"). The County shall conduct any entry on the Bryant License Area For County Work in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on Bryant's Property and shall enter and/or use the Bryant License Area For County Work only for the purposes set forth in the Bryant License. Bryant retains the right to use, and permit third parties to use, Bryant's Property, including the Bryant License Area for County Work.

6.8.1.2 The term of the Bryant License For County Work (and the right to enter and/or use the Bryant License Area For County Work as permitted by the Bryant License For County Work) shall commence on the County Work Commencement Date and shall terminate on the earlier of: (a) the completion of the County Removal Work in accordance with this Agreement; (b) at Bryant's election, the Target County Removal Work Completion Date if the County Removal Work has not been completed by such date; or (c) at Bryant's election, July 1, 2005.

#### 6.8.2 License Granted By Bel Vintage.

6.8.2.1 Bel Vintage hereby grants the County and Bryant (if Bryant exercises the Bryant/ Bel Vintage Self-Help Right) a temporary non-exclusive license to enter and use such portions of Bel Vintage's Currently Owned Property within Lot 27 of Tract No. 39492 designated as Exhibit "2" of the memorandum of Bel Vintage Licenses as necessary or appropriate to complete the County Removal Work (the "Bel Vintage License Area For County Work") on the terms and conditions set forth in this Agreement (the "Bel Vintage License For County Work"). The entering party shall conduct any entry on the Bel Vintage License Area For County Work in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on Bel Vintage's Currently Owned Property and shall enter and/or use the Bel Vintage License Area For County Work only for the purposes set forth in the Bel Vintage License For County Work. Bel Vintage retains the right to use, and permit third parties to use, Bel Vintage's Currently Owned Property, including the Bel Vintage License Area For County Work.

6.8.2.2 The term of the Bel Vintage License For County Work (and the right to enter and/or use the Bel Vintage License Area For County Work as permitted by the Bel Vintage License For County Work) shall commence on the County Work Commencement Date and shall terminate on the completion of the County Removal Work in accordance with this Agreement.

#### 6.8.3 License Granted By the County.

6.8.3.1 The County hereby grants Bel Vintage and Bryant (if Bel Vintage and/or Bryant exercise the Bryant/ Bel Vintage Self-Help Right) a temporary non-exclusive license to enter and use the portion of the County's Property designated on Exhibit "2" of the Memorandum of County Licenses and Lot 31 Easement Area as necessary or appropriate to complete the County's Work (the "County License Area For County Work") on the terms and conditions set forth in this Agreement (the "County License For County Work"). The entering party shall: (i) conduct any entry on the County License Area For County Work in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on the County's Property and Lot 31; (ii) enter and/or use the County License Area For County Work and the Lot 31 Easement Area only for the purposes set forth in the County License For County Work; (iii) follow the County Security Guidelines and (iv) enter and/or use the Lot 31 Easement Area only as permitted by the Lot 31 Easement. The County retains the right to use, and permit third parties to use, the County's Property. Bryant, as the owner of Lot 31, consents to the inclusion in the County License of the right to enter and/or use the Lot 31 Easement Area as necessary or appropriate to complete the County's Work.

6.8.3.2 The term of the County Removal Work License (and the right to enter and/or use the County Removal Work License Area as permitted by the County License) to complete the County Removal Work shall commence on the date Bryant and/or Bel Vintage and Boulevard exercises the Bryant/Bel Vintage Self-Help Right and shall terminate on the completion of the County Removal Work in accordance with this Agreement.

## 7. Insurance.

7.1 By Boulevard. Boulevard shall maintain commercial general liability insurance which shall: (i) be written on an ISO policy form CG00 01 or its equivalent; (ii) have limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) policy aggregate and Two Million Dollars (\$2,000,000) products/completed operations aggregate; and (iii) be subject to a deductible no greater than Twenty Thousand Dollars (\$20,000) per occurrence or loss ("Boulevard's Liability Insurance"). As part of Boulevard's Liability Insurance, Boulevard shall cause its liability policy to be endorsed to (i) add the County as an additional insured (in addition to Bryant as required by the SICA), which additional insured endorsement must be on ISO Form CG2010 11/85 or ISO Form CG2010 3/97 or its equivalent subject to the approval by the additional insureds, which approval shall not be unreasonably, withheld, conditioned or delayed, and shall be modified to provide that coverage of the additional insureds shall be primary and non-contributory and that any other insurance maintained by or for any additional insured shall be excess insurance only; and (ii) provide the County (in addition to Bryant as required by the SICA) with thirty (30) days' prior written notice to cancellation or change in terms. Prior commencing Boulevard's Work, Boulevard shall deliver to Bryant and the County certificates of insurance evidencing that Boulevard has procured Boulevard's Liability Insurance in compliance with this Agreement. Boulevard shall keep Boulevard's Liability Insurance in effect until Boulevard's Work is completed. Boulevard shall also cause each and everyone of Boulevard's Contractors to procure and maintain Commercial General Liability Insurance, Workers' Compensation Insurance, employer's liability insurance and Automobile Insurance in accordance with the requirements set forth on Exhibit "M" prior to any entry on the County's Property and/or Bryant's Property and until (i) Boulevard's Work (other than the Landscape Maintenance

Work) is completed in the case of Boulevard's Contractors not performing the Landscape Maintenance Work and (ii) the end of the Landscape Maintenance Period in the case of Boulevard's Contractors performing the Landscape Maintenance Work.

7.2 By the County. The County shall maintain a program of commercial general liability insurance or self-insurance, or any combination thereof, during the term of this Agreement in the form and the amounts as customarily maintained by the County when performing work on property owned by third parties (the "County's Liability Insurance"). Bryant, Bel Vintage and Boulevard shall be considered additional insureds (or additional covered parties under the County's program of self-insurance) for the County's Liability Insurance as respects the County's acts and omissions pursuant to this Agreement. Prior to commencing the County's Work, the County shall deliver to Bryant, Bel Vintage and Boulevard a letter of self-insurance or other evidence that the County's insurance is in compliance with this Agreement. The County shall also cause each and everyone of the contractors who directly contract with the County to perform any of the County's Work to procure and maintain Commercial General Liability Insurance (naming Bryant, Bel Vintage and Boulevard as additional insureds), Workers' Compensation Insurance, employer's liability insurance and Automobile Insurance in accordance with the requirements set forth on Exhibit "M" prior to any entry on Bryant's Property or Bel Vintage's Property and until the County's Work is completed.

## 8. Indemnity.

8.1 Indemnity by Bel Vintage. Bel Vintage shall, to the fullest extent permitted by law, indemnify, defend, protect and hold harmless Bryant and Bryant's shareholders, directors, officers, employees, consultants, parent, subsidiary and affiliated entities, partners, members, sureties, insurers, attorneys, agents, predecessors, successors and assigns (individually and collectively, "Bryant's Related Persons"), the County, the HOA, Bryant's Property, the HOA's Property and the County's Property from and against any and all claims, actions, causes of action, rights, defenses, demands, allegations, damages (other than consequential damages or lost profits), fines, penalties, liabilities, losses, encumbrances, liens (including mechanic's and/or materialmen's liens), obligations, settlements, judgments, awards, appeals, costs and expenses (including, but not limited to, actual fees and costs of attorneys, expert witnesses and other consultants) of any kind or character in law, equity or otherwise (individually, a "Claim" and collectively, "Claims") incurred as a result of (i) any personal injury or property damage to the extent caused by Bel Vintage and/or any of Bel Vintage's affiliates, employees, agents and/or contractors, consultants arising from or in connection with the performance of Bel Vintage's obligations and/or any exercise of Bel Vintage's rights under this Agreement; and/or (ii) any failure by or on behalf of Bel Vintage to perform or comply with Bel Vintage's obligations under this Agreement.

8.2 Indemnity by Boulevard. Boulevard shall, to the fullest extent permitted by law, indemnify, defend, protect and hold harmless Bryant and Bryant's Related Persons, the County, the HOA, Bryant's Property, the HOA's Property and the County's Property from and against any and all Claims incurred as a result of (i) any personal injury or property damage to the extent caused by Boulevard and/or any of Boulevard's affiliates, employees, agents, contractors and/or consultants arising from or in connection with the performance of

Boulevard's obligations and/or any exercise of Boulevard's rights under this Agreement; and/or (ii) any failure by or on behalf of Boulevard to perform or comply with Boulevard's obligations under this Agreement.

8.3 Indemnity by Bryant. Bryant shall, to the fullest extent permitted by law, indemnify, defend, protect and hold harmless Bel Vintage, Boulevard, Boulevard's and Bel Vintage's respective shareholders, directors, officers, employees, consultants, parent, subsidiary and affiliated entities, partners, members, sureties, insurers, attorneys, agents, predecessors, successors and assigns (individually and collectively, "Boulevard's Related Persons") the County, the HOA, the HOA's Property, Bel Vintage's Currently Owned Property and the County's Property from and against any and all Claims incurred as a result of (i) any personal injury or property damage to the extent caused by Bryant and/or any of Bryant's affiliates, employees, agents, contractors and/or consultants arising from or in connection with the performance of Bryant's obligations and/or any exercise of Bryant's rights under this Agreement; and/or (ii) any failure by or on behalf of Bryant to perform or comply with Bryant's obligations under this Agreement. In no event shall any of Bel Vintage, Boulevard, Boulevard's Related Persons and/or their respective affiliates, employees, agents, contractors and/or consultants be (or be construed to be) one of Bryant's affiliates, employees, agents, contractors and/or consultants.

8.4 Indemnity by the County. The County shall, to the fullest extent permitted by law, indemnify, defend, protect and hold harmless Bryant, Bryant's Related Persons, Bel Vintage, Boulevard, Boulevard's Related Persons, the HOA, the HOA's Property, Bryant's Property and Bel Vintage's Property from and against any and all Claims incurred as a result of (i) any personal injury or property damage to the extent caused by the County and/or any of the County's affiliates, employees, agents, contractors and/or consultants arising from or in connection with the performance of the County's obligations and/or any exercise of the County's rights under this Agreement; and/or (ii) any failure by or on behalf of the County to perform or comply with the County's obligations under this Agreement.

8.5 Legal Counsel; Survival. With respect to the indemnifications set forth in this Paragraph 8, the County, Bryant and Bel Vintage and Boulevard in their capacity as an indemnified party under any of the indemnifications set forth in this Paragraph 8 shall designate the legal counsel to represent themselves as an indemnified party and their respective related persons and property. For example, under Paragraphs 8.1, 8.2 and 8.4, if Bryant is an indemnified party, Bryant shall designate the legal counsel to represent Bryant, Bryant's Related Persons and Bryant's Property. The provisions of this Paragraph 8, and any related provisions of this Agreement required to interpret and enforce such provisions, shall survive any termination of this Agreement.

## 9. Settlement of Certain Disputed Matters.

9.1 Release by the County. The County for itself and the County's past, present and future elected and appointed officials, employees, consultants, sureties, insurers, attorneys, agents, predecessors, successors, and assigns (individually and collectively, the "County's Related Persons") hereby fully and irrevocably releases, acquits and discharges Bryant, Bryant's Related Persons, Bel Vintage, Bel Vintage's shareholders, directors, officers,

employees, consultants, parent, subsidiary and affiliated entities, partners, members, sureties, insurers, attorneys, agents, predecessors, successors and assigns (individually and collectively, "Bel Vintage's Related Persons"), Boulevard and Boulevard's shareholders, directors, officers, employees, consultants, parent, subsidiary and affiliated entities, partners, members, sureties, insurers, attorneys, agents, predecessors, successors and assigns (individually and collectively, "Boulevard's Related Persons") from any and all Claims, known or unknown, foreseeable or unforeseeable, past, present or future, which the County, any of the County's Related Persons or any of them had, now has, or may hereafter claim to have against Bryant, Bryant's Related Persons, Bel Vintage, Bel Vintage's Related Persons, Boulevard and/or Boulevard's Related Persons arising from or in connection with any entry onto the County's Property in the course of developing Tract 39492, any encroachment upon or damage to the County's Property and/or any grading and alteration of the County's Property in connection with the construction and/or alteration of certain slopes on or adjacent to the County's Property (collectively, the "Matters Released By The County"). The Matters Released By The County shall not include this Agreement or the parties' performance of their respective obligations under this Agreement.

9.2 Unknown Claims. IN CONNECTION WITH THE RELEASE SET FORTH IN PARAGRAPH 9.1, THE COUNTY, FOR ITSELF AND THE COUNTY'S RELATED PERSONS, HEREBY WAIVES AND RELEASES ANY RIGHT OR BENEFIT WHICH IT HAS OR MAY HAVE UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

9.3 Covenants Not to Sue; Defense. The County for itself and the County's Related Persons covenant, represent and warrant that they will forever refrain from instituting, pursuing or in any way aiding any Claims against Bryant, Bryant's Related Persons, Bel Vintage, Bel Vintage's Related Persons, Boulevard and Boulevard's Related Persons for any Matters Released By The County, and that this Agreement may be pleaded as a full and complete defense to any Claims brought by or on behalf of the County or any affiliate, political subdivision, successor or assign of the County with respect to any Matters Released By The County.

9.4 Compromise. The County, Bryant, Bel Vintage and Boulevard acknowledge that this Agreement constitutes a compromise to terminate one or more disputed claims.

9.5 No Admissions. Neither the execution nor delivery of this Agreement nor any statement contained in this Agreement shall express, imply or admit any liability, obligation or wrongdoing, whether by action or omission to act, by any of the parties.

## 10. REPRESENTATIONS AND WARRANTIES.

10.1 Bryant's Representations and Warranties. Bryant warrants and represents to Bel Vintage, Boulevard and the County as follows:

10.1.1 Bryant is a corporation duly organized and existing under the laws of the State of California and duly qualified to conduct business activities in the State of California.

10.1.2 Bryant has the full right and authority to enter into and consummate this Agreement; each of the persons signing this Agreement on behalf of Bryant is authorized to so sign; the execution, consent or acknowledgment of no other person or entity is necessary in order to validate the execution of this Agreement by Bryant; and all proceedings required to be taken by or on behalf of Bryant to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken.

10.1.3 Entry into this Agreement and the performance by Bryant of its obligations under this Agreement, does not contravene or constitute a breach of any agreement, contract or indenture to which Bryant is a party.

10.2 Boulevard's Representations and Warranties. Boulevard warrants and represents to Bryant and the County as follows:

10.2.1 Boulevard is a California corporation duly organized and existing under the laws of the State of California and duly qualified to conduct business activities in the State of California.

10.2.2 Boulevard has the full right and authority to enter into and consummate this Agreement; each of the persons signing this Agreement on behalf of Boulevard is authorized to so sign; the execution, consent or acknowledgment of no other person or entity is necessary in order to validate the execution of this Agreement; and all proceedings required to be taken by or on behalf of Boulevard to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken.

10.2.3 Entry into this Agreement, and the performance by Boulevard of its obligations under this Agreement, does not contravene or constitute a breach of any agreement, contract or indenture to which Boulevard is a party.

10.2.4 Boulevard is duly licensed by the California Contractors State License Board to act as a general contractor.

10.3 Bel Vintage Representations and Warranties. Bel Vintage warrants and represents to Bryant and the County as follows:

10.3.1 Bel Vintage is a limited liability company duly organized and existing under the laws of the State of California and duly qualified to conduct business activities in the State of California.

10.3.2 Bel Vintage has the full right and authority to enter into and consummate this Agreement; each of the persons signing this Agreement on behalf of Bel Vintage is authorized to so sign; the execution, consent or acknowledgment of no other person or entity is necessary in order to validate the execution of this Agreement; and all proceedings required to be taken by or on behalf of Bel Vintage to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken.

10.3.3 Entry into this Agreement, and the performance by Bel Vintage of its obligations under this Agreement, does not contravene or constitute a breach of any agreement, contract or indenture to which Bel Vintage is a party.

10.4 The County Representations and Warranties. The County warrants and represents to Bryant, Boulevard and Bel Vintage as follows:

10.3.1 The County is a body corporate and politic and duly qualified to conduct business activities in the State of California.

10.3.2 The County has the full right and authority to enter into and consummate this Agreement; each of the persons signing this Agreement on behalf of the County is authorized to so sign; the execution, consent or acknowledgment of no other person or entity is necessary in order to validate the execution of this Agreement; and all proceedings required to be taken by or on behalf of the County to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken.

10.3.3 Entry into this Agreement, and the performance by the County of its obligations under this Agreement, does not contravene or constitute a breach of any agreement, contract or indenture to which the County is a party.

10.3.4 The County has not, directly or indirectly, filed any charges or complaints or initiated any action with respect to the Matters Released By The County against Bryant, Bel Vintage and Boulevard or any of their respected related persons, with any local, state or federal agency or court.

10.3.5 The County has not assigned, conveyed or otherwise transferred any of the Matters Released By The County.

11. Transfers; Assignments; Estoppel Certificates.

11.1 By Bryant.

11.1.1 Bryant may without the consent of Bel Vintage, Boulevard and the County, freely sell, assign, convey and/or otherwise transfer (a "Transfer") any or all of Bryant's Property from time to time as Bryant determines in its sole and absolute discretion; provided, however, such Transfer shall be subject to the terms of the Bryant Work License For Boulevard's Work and the Bryant License For County Work (to the extent that such licenses have not previously terminated by the terms of such licenses).

11.1.2 Bryant may without the consent of Bel Vintage, Boulevard and the County, freely assign any and all of its rights and obligations under this Agreement (in whole or in part) to any person or entity acquiring all or any part of Bryant's Property provided that the assignee expressly assumes and agrees to be bound by each of the provisions of this Agreement. However, Bryant shall not be released from Bryant's obligations under this Agreement by such assignment or any Transfer of Bryant's Property.

11.1.3 Bryant's assignment of any interest in this Agreement and/or Transfer of all or any part of Bryant's Property shall not limit Bryant's rights under this Agreement.

## 11.2 By the County.

11.2.1 The County may without the consent of Bel Vintage, Boulevard and Bryant, freely Transfer the County's Property from time to time as the County determines in its sole and absolute discretion; provided, however, any such Transfer shall be made subject to the terms of the County License For Boulevard's Work and the County License for County Work (to the extent that such licenses have not previously terminated by the terms of such licenses).

11.2.2 The County may without the consent of Bel Vintage, Boulevard and Bryant, from and after the date the County Removal Work is completed, freely assign any and all of its rights and obligations under this Agreement (in whole or in part) to any person or entity acquiring the County's Property provided that the assignee expressly assumes and agrees to be bound by each of the provisions of this Agreement. However, the County shall not be released from the County's obligations under this Agreement by any such assignment or any Transfer of the County's Property.

11.2.3 The County's assignment of any interest in this Agreement and/or Transfer of the County's Property shall not limit the County's rights under this Agreement.

## 11.3 By Bel Vintage.

11.3.1 Bel Vintage may without the consent of the County, Boulevard and Bryant, freely Transfer Bel Vintage's Property from time to time as Bel Vintage determines in its sole and absolute discretion; provided, however, any such Transfer shall be made subject to the Bel Vintage License for Boulevard's Work and the Bel Vintage License for County Work (to the extent that such licenses have not previously terminated by the terms of such licenses).

11.3.2 Bel Vintage may without the consent of Bryant, Boulevard and the County, freely assign any and all of its rights and obligations under this Agreement (in whole or in part) to any person or entity acquiring all or any part of Bel Vintage's Property provided that the assignee expressly assumes and agrees to be bound by each of the provisions of this Agreement. However, Bel Vintage shall not be released from Bel Vintage's obligations under this Agreement by any such assignment or any Transfer of Bel Vintage's Currently Owned Property.



11.1.3 Bel Vintage's assignment of any interest in this Agreement and/or Transfer of all or any part of Bel Vintage's Currently Owned Property shall not limit Bel Vintage's rights under this Agreement.

11.4 By Boulevard.

11.4.1 In agreeing to enter into and perform this Agreement, Bryant and the County are relying on the experience, contact, reputation, status and personal skills of Boulevard, all of which are unique to Boulevard. Boulevard shall not, directly or indirectly, assign or delegate this Agreement without Bryant's and the County's prior written consent, which Bryant and the County may each withhold in their sole and absolute discretion. Specifically, without limitation, Boulevard shall continue to be obligated to perform Boulevard's Work and perform its other obligations under this Agreement for the benefit of Bryant, the County and their respective successors and/or assignees, notwithstanding whether Bel Vintage makes any Transfer of any of Bel Vintage's Currently Owned Property and notwithstanding that any owners and successors in interest to any of Bel Vintage's Property shall also be obligated to complete Boulevard's Work as part of the Shared Infrastructure Work as set forth in this Agreement and the SICA.

11.4.2 The provisions of Paragraph 11.4.1 shall not preclude Boulevard from contracting with licensed subcontractors and materialmen for the performance of Boulevard's Work provided that Boulevard acts as the general contractor in such construction and provided that Boulevard is otherwise in full compliance with this Agreement.

11.5 Estoppel Certificates. Within fifteen (15) days after written request from Bryant, Bel Vintage, Boulevard and/or the County, the party to whom such request is directed (the "Estoppel Certifying Party") shall execute and deliver to the requesting party or its designee (with a copy to the third party to this Agreement), a written statement certifying (a) that this Agreement is unmodified and in full force in effect, or is in full force and effect as modified and stating the modifications; (b) the amount of the County's Work, in the case of the County as the Estoppel Certifying Party, or Boulevard's Work, in the case of Bel Vintage or Boulevard as the Estoppel Certifying Party, which has been completed; and (c) that, to the actual knowledge of the Estoppel Certifying Party, neither Bryant nor Bel Vintage nor Boulevard nor the County is in default under this Agreement, or if any party is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. The Estoppel Certifying Party's failure to execute and deliver such statement within such fifteen (15) day period shall, at the requesting party's election, be a default by the Estoppel Certifying Party under this Agreement and shall also be conclusive upon the Estoppel Certifying Party that (i) this Agreement is in full force and effect and has not been modified except as represented by the requesting party; and (ii) there are no uncured defaults in the requesting party's performance of this Agreement.

12. Memoranda.

12.1 By the County. The access rights described in Paragraphs 5.9.1.1. and 6.8.3.1 shall each constitute a temporary non-exclusive license in favor of Boulevard, Bel Vintage and Bryant, as applicable, and shall bind the County and all successors in interest to all

or any portion of the County's Property for the benefit of Bel Vintage, Boulevard and Bryant, as applicable. Accordingly, the County shall deposit a memorandum in the form attached as Exhibit "N-1" (the "Memorandum of County Licenses") into Escrow within seven (7) business days after the Execution Date so that third parties may have notice of the existence of the County License For Boulevard's Work and the County License for County Work.

12.2 By Bryant. The access rights described in Paragraphs 5.9.2.1 and 6.8.1.1 shall each constitute a temporary non-exclusive license in favor of Boulevard and the County, as applicable, and shall bind Bryant and all successors in interest to all or any portion of Bryant's License Area for Boulevard's Work and Bryant's License Area For County Work for the benefit of Boulevard and the County, as applicable. Accordingly, Bryant shall deposit a memorandum in the form attached as Exhibit "N-2" (the "Memorandum of Bryant Licenses") into Escrow within seven (7) business days after the Execution Date so that third parties may have notice of the existence of Bryant License For Boulevard's Work and the Bryant License For County Work.

12.3 By Bel Vintage. The access rights described in Paragraphs 5.9.3.1 and 6.8.2.1 shall each constitute a temporary non-exclusive license in favor of Bryant and the County and shall bind Bel Vintage and all successors in interest to all or any portion of Bel Vintage License Area for Boulevard's Work and the Bel Vintage License Area For County Work for the benefit of Bryant and the County, as applicable. Accordingly, Bel Vintage shall deposit a memorandum in the form attached as Exhibit "N-3" (the "Memorandum of Bel Vintage Licenses") into Escrow within seven (7) business days after the Execution Date so that third parties may have notice of the existence of Bel Vintage License For Boulevard's Work and the Bel Vintage License For County Work.

13. Authorized Representatives; Project Manager.

13.1 Authorized Representatives. To expedite communication and daily operations in connection with the County's Work and Boulevard's Work, the County, Bryant and Bel Vintage and Boulevard shall each designate one (1) representative to represent that party for matters concerning the performance and completion of the County's Work and Boulevard's Work (each shall be an "Authorized Representative"). Any notice or communication (other than a notice of default or an exercise of any self-help right) concerning the performance and completion of the County's Work and Boulevard's Work may be given by, or to, each party's Authorized Representative alone (and without complying with the provisions of Paragraph 14.2). The County hereby designates Mr. Carlos Brea as its initial Authorized Representative. Bryant hereby designates Mr. Craig Page as its initial Authorized Representative. Bel Vintage and Boulevard each hereby designate Mr. Everett Reid as their respective initial Authorized Representative. The County, Bryant, Bel Vintage and Boulevard each hereby agree that each of its respective Authorized Representatives, acting alone, shall have full and complete power and authority to act on behalf of and bind the entity represented by such Authorized Representative for matters concerning the performance and completion of the County's Work and Boulevard's Work. The County, Bryant, Bel Vintage and Boulevard each recognize and agree, however, that each Authorized Representative is acting only on behalf of the entity represented by that Authorized Representative (and not individually) and that such Authorized Representative shall not, therefore, have any personal liability by reason

of such person's role as a representative. Additionally, no Authorized Representative shall be required to certify the completion of any work or make any representations, warranties or other statements. The County, Bryant, Bel Vintage and Boulevard may each appoint a replacement for its Authorized Representative by giving written notice of such replacement to the other parties in compliance with Paragraph 14.2, which appointment shall be effective upon the giving of such notice.

### 13.2 Project Manager.

13.2.1 Provision of Project Manager. Boulevard, at Boulevard's sole cost and expense, shall at all times, contract with and provide a competent person or entity to act as Boulevard's project manager, supervisor and coordinator for the completion of Boulevard's Work (the "Project Manager"). The identity of the person or entity who shall act as the Project Manager under this Agreement shall be subject to the County's and Bryant's prior written approval. The County and Bryant hereby approve Construction Services to act as Project Manager. If the person or entity acting as the Project Manager under this Agreement breaches and/or ceases to fulfil its obligations as the Project Manager, Boulevard shall immediately replace such person or entity with another person or entity approved by Bryant and the County to act as the Project Manager under this Agreement.

13.2.2 Duties. The Project Manager shall take an active role in moving Boulevard's Work through completion, be reasonably available (during business hours) for consultation with the parties as to the status of Boulevard's Work and be present on Tract No. 39492 to supervise the completion of Boulevard's Work: (i) during the times Boulevard's Work is actually being performed on Tract No. 39492 during the period from and after the Closing Date and terminating upon the completion of the Slope Improvements; and (ii) on at least a monthly basis during the period from and after the Landscape Maintenance Work Commencement Date and terminating on the Landscape Maintenance Completion Date. The County and Bryant shall be express third party beneficiaries of all of the Project Manager's obligations under Boulevard's contract with the Project Manager.

13.2.3 Authority; Costs. The Project Manager shall act on behalf of, and only on behalf of, Boulevard. Bryant shall have no obligation or liability in connection with the Project Manager and/or the work to be completed by the Project Manager. As among Bryant, Bel Vintage and Boulevard (and as matters not to concern the County): Boulevard is providing the Project Manager as part of its duties under the SICA and other "Bryant/Boulevard Agreements" (as defined in Paragraph 14.4), the costs related to the Project Manager are excluded from the costs of completing Boulevard's Work and neither Bryant nor any third party shall bear any cost attributable to the Project Manager.

## 14. General Provisions.

14.1 Incorporation of Recitals and Exhibits. All recitals set forth at the beginning of this Agreement and all exhibits attached to and referred to in this Agreement are incorporated into and made a part of this Agreement as though fully set forth in this Agreement.

14.2 Notices. All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and personally delivered or sent by any statewide or nationally recognized courier service such as Overnight Express or Federal Express, duly addressed to the parties as follows:

IF TO BRYANT:	BRYANT FINANCIAL CORPORATION 535 Anton Boulevard, Suite 700 Costa Mesa, California 92626 Attn: Ms. Dottie Jensen Telecopier: (714) 428-4895
WITH A COPY TO:	BRYANT FINANCIAL CORPORATION Legal Department 9200 Oak Dale Avenue, N110701 Chatsworth, California 91311 Attn: Geoffrey Olsen, Esq. Telecopier: (818) 349-2734
AND A COPY TO:	BRIDGFORD, KNOTTNERUS & GLEASON 85 Enterprise, Suite 470 Aliso Viejo, California 92656 Attention: Wilfred O. Knottnerus, Esq. Telecopier: (949) 831-6622
IF TO BEL VINTAGE:	BEL VINTAGE, LLC 865 North Commerce Street Orange, California 92667 Attention: Mr. Kaz Katayama Telecopier: (714) 997-5734
IF TO BOULEVARD:	BOULEVARD DEVELOPMENT, INC. 865 North Commerce Street Orange, California 92667 Attention: Mr. Kaz Katayama Telecopier: (714) 997-5734
FOR ALL NOTICES TO BEL VINTAGE AND BOULEVARD, A COPY TO:	FINGAL, FAHRNEY & CLARK, LLP 2301 Dupont Drive, Suite 350 Irvine, California 92612 Attention: Stephen L. Fingal, Esq. Telecopier: (949) 723-8108
IF TO THE COUNTY:	THE COUNTY OF LOS ANGELES Real Estate Division 222 South Hill Street Los Angeles, California 90012 Attention: Mr. Carlos Brea and Mr. Chris Montana Telecopier: (213) 217-4968

WITH A COPY TO:

OFFICE OF THE COUNTY COUNSEL  
COUNTY OF LOS ANGELES  
500 West Temple Street  
Los Angeles, CA 90012  
Attention: Thomas J. Faughnan, Esq.  
Telecopier: (213) 617-7182

IF TO ESCROW AT:

The address set forth on Page 1 of this Agreement

Delivery of any notice or other communication hereunder shall be deemed made on the date of actual delivery thereof to the address of the addressee if personally delivered, and on the date indicated in the return receipt or courier's records as the date of delivery to the address of the addressee set forth above. Notice may also be given by telecopier to any party having a telecopier machine compatible with the telecopier machine of the party sending the notice. Any notice given by telecopier shall be deemed delivered when received by the telecopier machine of the receiving party if received before 5:00 p.m. (Pacific Time) on the business day received, or if received after 5:00 p.m. (Pacific Time) or on a day other than a business day (i.e. a Saturday, Sunday or legal holiday), then such notice shall be deemed delivered on the next following business day. The transmittal confirmation receipt produced by the telecopier machine of the sending party shall be prima facie evidence of such receipt. Any party may change its address for purposes of this Paragraph by giving notice to the other party and Escrow Holder (until such time as Escrow closes) as provided in this Paragraph. Notwithstanding the prescribed method of delivery set forth above, actual receipt of written notice by the natural persons designated above shall constitute notice given in accordance with this Agreement on the date received, unless deemed earlier given pursuant to the foregoing paragraph. Each party shall, as a courtesy only and without implying any liability or obligation, deliver a copy of any notice from the notifying party to another party under this Agreement to the third party to this Agreement (e.g. the County shall copy Bryant on any notices it gives Bel Vintage and Boulevard under this Agreement).

14.3 Binding Effect. Without limiting in any manner the provisions of Paragraph 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

14.4 Entire Agreement.

14.4.1 Among the Parties. This Agreement and the other documents referred to in and/or attached as exhibits to and executed pursuant to this Agreement constitute the entire understanding and agreement between (i) the County, on one hand, and (ii) Bryant, Bel Vintage and Boulevard, on the other hand, regarding the issues discussed in this Agreement and supersede any and all prior or contemporaneous agreements or understandings, oral or written (it being understood and agreed that any agreements and other documents by and between (a) Bryant, on one hand, and Bel Vintage and/or Boulevard, on the other hand, and (b) Bryant and/or Bel Vintage and/or Boulevard, on one hand, and/or one or more third parties (other than the County), on the other hand, regarding the matters addressed in this Agreement and/or any other matters (collectively, the "Bryant/Boulevard Agreements") are not so superseded).

14.4.2 Among Bel Vintage and Boulevard and Bryant. As among Bryant, Bel Vintage and Boulevard (and as matters not to concern the County):

14.4.2.1 Boulevard's Work is part of the "Shared Infrastructure Work" described in Exhibit "3" of that certain Shared Infrastructure Construction Agreement, dated as of September 1, 2001 and recorded on January 4, 2002 as Instrument No. 01-2179098 of the Official Records (the "SICA"). Specifically without limitation, both Bel Vintage and Boulevard shall perform and complete Boulevard's Work as part of the Shared Infrastructure Work and pay for their share of Boulevard's Work, in accordance with the terms and provisions of the SICA.

14.4.2.2 Nothing contained in this Agreement is intended or shall be construed to diminish or expand any provisions of, and/or modify, supersede or terminate: (i) the Settlement Agreement, dated as of September 1, 2001, by and between Bryant and Bel Vintage and Boulevard (the "Settlement Agreement"); (ii) the "PAA" (as defined in the Settlement Agreement); (iii) the SICA; and/or (iv) any other Bryant/Boulevard Agreements. Specifically, without limitation, nothing contained in this Agreement is intended or shall be construed to (a) release Bryant, Boulevard or Bel Vintage from any of their respective obligations under the Settlement Agreement, the PAA, the SICA and/or any other Bryant/Boulevard Agreements; or (b) modify, supersede or terminate any of Bryant's, Bel Vintage's and Boulevard's respective obligations under the Settlement Agreement, the PAA, the SICA and/or any other Bryant/Boulevard Agreements, all of which remain in full force and effect, survive and shall be performed by Bryant, Bel Vintage, Boulevard and the owners of Bel Vintage's Currently Owned Property and the Transferred Lots (as applicable). Further, all indemnities and other rights of each of Bryant, Bel Vintage and Boulevard under this Agreement are supplemental and cumulative with any and all indemnities and rights of Bryant, Bel Vintage and Boulevard, respectively, and shall not modify, supersede or terminate any rights of such parties, under the Settlement Agreement, the PAA, the SICA and/or any other Bryant/Boulevard Agreements.

14.4.2.3 By entering into this Agreement, neither Bryant, Bel Vintage nor Boulevard waive any of their respective rights and remedies under the Settlement Agreement, the PAA, the SICA and/or any other Bryant/Boulevard Agreements. Bryant, Bel Vintage and Boulevard each hereby reserve and retain all of their respective rights and remedies under the Settlement Agreement, the PAA, the SICA and the other Bryant/Boulevard Agreements. Specifically without limitation, Bryant reserves any and all rights and remedies which Bryant may have under the SICA if Bel Vintage and Boulevard fail to complete Boulevard's Work when required by, and/or in strict accordance with, this Agreement and the SICA. Further, all rights and remedies of each of Bryant, Bel Vintage and Boulevard pursuant to this Agreement, the Settlement Agreement, the PAA, the SICA and the other Bryant/Boulevard Agreements are cumulative with one another and Bryant, Bel Vintage and Boulevard may each exercise their respective rights and remedies independently or together with one or more other rights and remedies without waiving any other rights and remedies which each of Bryant, Bel Vintage and Boulevard may have.

14.5 Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the parties hereto or their respective successors in interest and indicates that it is an amendment of this Agreement.

14.6 Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

14.7 Further Assurances. Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement and to carry out the intent and agreements of the parties to this Agreement.

14.8 Relationship of Parties. Bryant, the County and Bel Vintage agree that their relationship under this Agreement is that of neighboring property owners, and that nothing contained herein shall constitute Bryant, the County and Bel Vintage the agent or legal representative of one or both of the others for any purpose whatsoever, nor shall this Agreement be deemed to create any form of joint venture or other business organization between Bryant, the County and Bel Vintage hereto (and/or the parties and any third party), nor is any of Bryant, the County and Bel Vintage granted the right or authority to assume or create any obligation or responsibility on behalf of the other of Bryant, the County and Bel Vintage, nor shall Bryant, the County and Bel Vintage be in any way liable for any debt or obligation of the other of Bryant, the County and Bel Vintage or any third party. Further, any party or indemnified party may exercise and/or enforce any or all of its rights and remedies under this Agreement, including any rights and remedies under Paragraphs 14.12 and 14.13, acting alone and without the consent and/or cooperation of any other person.

14.9 Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either Bryant, the County or Bel Vintage and Boulevard. This Agreement has been negotiated and prepared by the County, Bel Vintage and Boulevard and Bryant. Any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party, or the party that caused it to exist, shall not be employed in the interpretation of this Agreement or any document executed in connection with this Agreement. The use of the words "include" and/or "including" shall not imply exclusivity and shall be interpreted to mean "include(ing), without limitation" and/or "include(ing), but not limited to." The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

14.10 No Beneficiaries. No parties other than the indemnified parties set forth in Paragraph 8, Bryant, Bel Vintage the County and their successors and assigns shall have any rights or remedies under or by reason of this Agreement. Specifically, without limitation, nothing contained in this Agreement is intended or shall be construed to be for the benefit of the general public and/or for any public purpose whatsoever.

14.11 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement, or the application of such term, provision, condition or covenant to any party or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be effected and shall be valid and enforceable to the fullest extent permitted by law.

14.12 Enforcement.

14.12.1 Enforcement by Bryant and/or the County. The rights granted to Bryant and the County by Bel Vintage and Boulevard under this Agreement are of a special and unique kind and character. If Bel Vintage and Boulevard defaults under this Agreement, Bryant and the County would not have any adequate remedy at law. Therefore, Bryant's rights and the County's rights under this Agreement may, at Bryant's and/or the County's option, be enforced by an action for specific performance and such other equitable relief as is allowed under California law.

14.12.2 Enforcement by Bryant and Bel Vintage. The rights granted to Bryant and Bel Vintage by the County under this Agreement are of a special and unique kind and character. If the County defaults under this Agreement, Bryant and Bel Vintage would not have any adequate remedy at law. Therefore, Bryant's rights and Bel Vintage's rights under this Agreement may, at Bryant's and/or Bel Vintage's option, be enforced by an action for specific performance and such other equitable relief as is allowed under California law.

14.13 Bryant's Self-Help and Other Remedies under the SICA.

14.13.1 Generally. Boulevard's Work is part of the Shared Infrastructure Work covered by the SICA. Accordingly, without limitation, if Boulevard fails to perform any of Boulevard's Work in accordance with this Agreement and/or Bel Vintage and/or Boulevard fail to perform any of their obligations under this Agreement and/or the SICA, then Bel Vintage and Boulevard shall be in breach of this Agreement and the SICA and Bryant shall be entitled to exercise all of its rights and remedies under this Agreement and the SICA. Specifically, without limitation, if Boulevard fails to perform any of Boulevard's Work in accordance with this Agreement and the SICA, without limiting any other rights and remedies available to Bryant under any agreement, at law or in equity, Bryant, at Bryant's option, shall have the right, but not the obligation, to exercise "Bryant's Self-Help Right" (as defined in the SICA) and take over performance of some or all of Boulevard's obligations under this Agreement, all as more particularly set forth in the SICA (in which case and without limiting Bryant's other rights and remedies, Bel Vintage and Boulevard shall pay Bryant all amounts to which Bryant is entitled to as a result of exercising Bryant's Self-Help Right, all as more particularly set forth in the SICA). Further, without limiting Bryant's rights against Bel Vintage and Boulevard, if Bryant exercises Bryant's Self-Help Right, Bryant shall have the right to recover all of costs and expenses to which Bryant is entitled to under any Bryant/Boulevard Agreement from the Work Deposit and Escrow Holder shall disburse such sums to Bryant from the Work Deposit Account upon written request from Bryant.

14.13.2 Completion Dates. For purposes of any exercise by Bryant of Bryant's Self-Help Right, the dates set forth in this Agreement for the completion of each



segment of Boulevard's Work, as applicable, shall be extended a reasonable time to permit Bryant to exercise Bryant's Self-Help Right. For purposes of any exercise by the County of the County's Self-Help Right, the dates set forth in this Agreement for the completion of each segment of Boulevard's Work, as applicable, shall be extended a reasonable time to permit the County to exercise the County's Self-Help Right.

14.13.3 County Approval. The County hereby approves and agrees to any exercise of Bryant's Self-Help Right, including any applicable extension of the completion dates set forth in this Agreement, and agrees that, if Bryant exercises Bryant's Self-Help Right, the County shall not terminate the County License until Boulevard's Work is completed. Further, without limiting Bryant's rights against Bel Vintage and Boulevard, if Bryant exercises Bryant's Self-Help Right, the County agrees to cooperate with Bryant so that Bryant can exercise Bryant's Self-Help Right and recover all of Bryant's costs and expenses, including recovering all or a portion of such costs and expenses from the Work Deposit .

14.14 Remedies Cumulative. All rights and remedies of the County, Bel Vintage, Boulevard and Bryant pursuant to this Agreement are cumulative with one another and with any other rights or remedies that may be available at law or in equity, and the exercise or failure to exercise any right or remedy shall not preclude the exercise of that right or remedy at any other time or of any other right or remedy at any time.

14.15 No Waiver. A waiver by either party of a condition for the benefit of that party, or of a default by the other party, shall be effective only if it is in writing and shall not be construed as a waiver of any other condition or default.

14.16 Counsel. Bridgford, Knottnerus & Gleason are acting as counsel solely for Bryant (and not for any other person) in connection with this Agreement and the transactions contemplated by this Agreement. Fingal, Fahrney & Clark, LLP are acting as counsel solely for Bel Vintage and Boulevard (and not for any other person) in connection with this Agreement and the transactions contemplated by this Agreement. The Office of the County Counsel for the County of Los Angeles are acting as counsel solely for the County (and not for any other person) in connection with this Agreement and the transactions contemplated by this Agreement.

14.17 Costs. Except as otherwise expressly set forth in this Agreement, the County shall bear all costs of the County's obligations under this Agreement, Bryant shall bear all costs of Bryant's obligations under this Agreement, Bel Vintage shall bear all cost of Bel Vintage's obligations under this Agreement and Boulevard shall bear all cost of Boulevard's obligations under this Agreement. Specifically, without limitation, the County shall supply all labor, materials, equipment and supervision necessary or appropriate to timely and fully perform the County's Work and Boulevard shall supply all labor, materials, equipment and supervision necessary or appropriate to timely and fully perform Boulevard's Work.

14.18 Authority. Each person signing this Agreement represents and warrants that he or she has the proper authority to bind the party on whose behalf he or she signs.

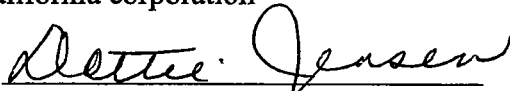
[continued on next page]

14.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**"Bryant"**

BRYANT FINANCIAL CORPORATION,  
a California corporation

By:   
Name: Dottie Jensen  
Its: President

Date: 11-03-04

**"Bel Vintage"**

BEL VINTAGE, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Kaz Katayama  
Its: Managing Member

Date: \_\_\_\_\_

**The "County"**

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

**"Boulevard"**

BOULEVARD DEVELOPMENT, INC.  
a California corporation

By: \_\_\_\_\_  
Kaz Katayama  
Its: President

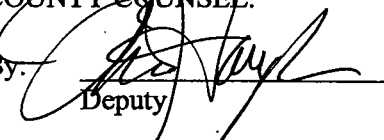
Date: \_\_\_\_\_

**ATTEST:**

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of the  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
COUNTY COUNSEL:

By:   
Deputy

14.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**"Bryant"**

BRYANT FINANCIAL CORPORATION,  
a California corporation

By: \_\_\_\_\_

Name: Dottie Jensen

Its: President

Date: \_\_\_\_\_

**"Bel Vintage"**

BEL VINTAGE, LLC,  
a California limited liability company

By: Kaz Katayama

Name: Kaz Katayama

Its: Managing Member

Date: 11/4/04

**The "County"**

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

**"Boulevard"**

BOULEVARD DEVELOPMENT, INC.  
a California corporation

By: Kaz Katayama

Kaz Katayama

Its: President

Date: 11/4/04

**ATTEST:**

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of the  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
COUNTY COUNSEL:

By: \_\_\_\_\_  
Deputy

## **EXHIBITS LIST**

EXHIBIT A:	Legal Description of Bryant's Property
EXHIBIT B:	Legal Description of Bel Vintage's Currently Owned Property
EXHIBIT C:	Legal Description of the Transferred Lots
EXHIBIT D:	Legal Description of the County's Property
EXHIBIT E-1:	Form of the Bryant Quitclaim Deed
EXHIBIT E-2:	Form of the Bel Vintage Quitclaim Deed
EXHIBIT E-3:	Form of the Transferred Lots Quitclaim Deed
EXHIBIT E-4:	Form of the HOA Quitclaim Deed
EXHIBIT F-1:	Form of the HOA Easement
EXHIBIT F-2:	Form of the Certificate of Acceptance of the HOA Easement
EXHIBIT G-1:	Description of Boulevard's Communication Work and the County's Communication Work
EXHIBIT G-2:	Locations to Complete Boulevard's Communication Work and the County's Communication Work
EXHIBIT H-1:	Description of the Slope Improvement Work
EXHIBIT H-2:	Locations to Complete the Slope Improvement Work
EXHIBIT I:	List of Certifying Parties
EXHIBIT J:	Payment Schedule
EXHIBIT K:	County Security Guidelines
EXHIBIT L:	Location of the Utility Improvements to be Removed
EXHIBIT M:	Insurance Requirements
EXHIBIT N-1:	Memorandum of County Licenses
EXHIBIT N-2:	Memorandum of Bryant Licenses
EXHIBIT N-3:	Memorandum of Bel Vintage Licenses



**EXHIBIT A**

**LEGAL DESCRIPTION OF BRYANT FINANCIAL CORPORATION'S PROPERTY**

That certain real property located in the City of San Dimas, County of Los Angeles, State of California described as follows:

**PARCEL 1:**

LOTS 23 TO 26 INCLUSIVE, 30, 31, 35, 40 AND 41 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS PER MAP RECORDED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 2:**

LOT 43 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS SHOWN BY MAP ON FILE IN BOOK 998 OF MAPS AT PAGES 34 TO 40 INCLUSIVE THEREOF, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF LOT 44 OF SAID TRACT 39492, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 44;

THENCE SOUTH 46° 56' 39" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 44, A DISTANCE OF 245.38 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE NORTH 54° 36' 49" WEST, A DISTANCE OF 247.26 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 44;

THENCE NORTH 42° 28' 27" EAST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.



**EXHIBIT B**

**LEGAL DESCRIPTION OF BEL VINTAGE, LLC'S CURRENTLY OWNED  
PROPERTY**

That certain real property located in the City of San Dimas, County of Los Angeles, State of California described as follows:

**PARCEL 1:**

LOT 27 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS PER MAP RECORDED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

**PARCEL 2:**

LOT 34 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS PER MAP RECORDED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF LOT 32 OF SAID TRACT 39492, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 34 OF SAID TRACT;  
THENCE NORTH  $71^{\circ} 18' 34''$  EAST 23.68 FEET; THENCE NORTH  $10^{\circ} 57' 15''$  EAST 57.33 FEET; THENCE NORTH  $19^{\circ} 12' 01''$  WEST 59.72 FEET TO A POINT ON THE EASTERLY SIDE LINE OF SAID LOT 34, DISTANT THEREON SOUTH  $10^{\circ} 57' 15''$  WEST 75.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 34; THENCE SOUTH  $10^{\circ} 57' 15''$  WEST ALONG THE EASTERLY SIDELINE OF SAID LOT 34, A DISTANCE OF 125.10 FEET TO THE POINT OF BEGINNING.





**EXHIBIT C: LEGAL DESCRIPTION OF THE TRANSFERRED LOTS (CONTINUED)**

**¶5. PARCEL COMMONLY REFERRED TO AS LOT 36 (APN 8448-031-054):**

THAT PORTION OF LOT 36 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS SHOWN BY MAP FILED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 36; THENCE SOUTH  $78^{\circ} 50' 13''$  WEST ALONG THE SOUTHERLY LINE OF SAID LOT 36, A DISTANCE OF 20.75 FEET; THENCE NORTH  $38^{\circ} 13' 41''$  WEST, A DISTANCE OF 246.62 FEET TO THE NORTHERLY LINE OF SAID LOT 36; THE FOLLOWING 4 COURSES BEING ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT 36; THENCE NORTHEASTERLY ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 260.50 FEET THROUGH AN ANGLE OF  $36^{\circ} 47' 35''$  AN ARC LENGTH OF 167.28 FEET (THE INITIAL RADIAL LINE BEARS SOUTH  $21^{\circ} 46' 50''$  EAST)

TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 150.50 FEET, THROUGH AN ANGLE OF  $16^{\circ} 57' 43''$  AN ARC LENGTH OF 44.55 FEET (THE INITIAL RADIAL LINE BEARS SOUTH  $58^{\circ} 34' 25''$  EAST) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 16.84 FEET, THROUGH AN ANGLE OF  $51^{\circ} 31' 26''$  AN ARC LENGTH OF 15.14 FEET

(THE INITIAL RADIAL LINE BEARS NORTH  $75^{\circ} 32' 08''$  WEST) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET, THROUGH AN ANGLE OF  $03^{\circ} 44' 56''$  AN ARC LENGTH OF 22.57 FEET (THE INITIAL RADIAL LINE BEARS SOUTH  $24^{\circ} 00' 42''$  EAST) TO THE NORTHEAST CORNER OF SAID LOT 36; THENCE SOUTH  $00^{\circ} 02' 36''$  EAST ALONG THE EASTERLY LINE OF SAID LOT 36, A DISTANCE OF 357.70 FEET TO THE POINT OF BEGINNING.

**EXHIBIT C: LEGAL DESCRIPTION OF THE TRANSFERRED LOTS (CONTINUED)**

**¶6. PARCEL COMMONLY REFERRED TO AS LOT 37 (APN 8448-031-079):**

THAT PORTION OF LOT 36 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS SHOWN BY MAP FILED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 36; THENCE EASTERLY ALONG A CURVE HAVING A RADIUS OF 260.50 FEET, CONCAVE NORTHERLY, IN THE NORTHERLY LINE OF SAID LOT 36, THROUGH A CENTRAL ANGLE OF 1°19'10", A DISTANCE OF 6.00 FEET, TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID CURVED NORTHERLY LINE OF LOT 36, THE FOLLOWING COURSES AND DISTANCES: EASTERLY AND NORTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 260.50 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 17°35'44", A DISTANCE OF 80.00 FEET, NORTH 70°46'26" EAST ALONG A TANGENT LINE A DISTANCE OF 60.00 FEET, NORTHEASTERLY ALONG A TANGENT CURVE HAVING A RADIUS OF 260.50 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 2°33'16", A DISTANCE OF 11.61 FEET; THENCE SOUTH 38°13'41" EAST 246.62 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 36; DISTANT SOUTH 78°50'13" WEST 20.75 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 36; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 78°50'13" WEST 262.76 FEET TO A POINT, DISTANT THEREON NORTH 78°50'13" EAST, 28.40 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTH 11°09'47" WEST A DISTANCE OF 210.34 FEET TO THE TRUE POINT OF BEGINNING..

**EXHIBIT C: LEGAL DESCRIPTION OF THE TRANSFERRED LOTS (CONTINUED)**

**¶7. PARCEL COMMONLY REFERRED TO AS LOT 38 (APN 8448-031-080):**

LOT 37 TOGETHER WITH THOSE PORTIONS OF LOTS 36 AND 38, ALL OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS SHOWN BY MAP FILED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 38; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 38, SOUTH 78°50'13" WEST 62.00 FEET; THENCE NORTH 1°09'47" WEST 162.00 FEET TO A RADIAL LINE THAT BEARS NORTH 30°35'56" WEST TO THAT CERTAIN CURVE IN THE NORTHERLY LINE OF SAID LOT 38 HAVING A RADIUS OF 199.50 FEET CONCAVE SOUTHERLY; THENCE ALONG SAID RADIAL LINE NORTH 30°35'56" WEST 70.56 FEET TO SAID NORTHERLY LINE; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 199.50 FEET THROUGH A CENTRAL ANGLE OF 24°04'59", A DISTANCE OF 83.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 38; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 37; THE FOLLOWING COURSES AND DISTANCES OF THE NORTHEAST CORNER OF SAID LOT 37; EASTERLY ALONG THE PROLONGATION OF SAID CURVE HAVING A RADIUS OF 199.50 FEET CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 11°06'00", A DISTANCE OF 38.65 FEET, SOUTH 85°24'57" EAST ALONG A TANGENT LINE, A DISTANCE OF 49.52 FEET, EASTERLY ALONG A TANGENT CURVE HAVING A RADIUS OF 260.50 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 1°19'10", A DISTANCE OF 6.00 FEET; THENCE SOUTH 11°09'47" EAST A DISTANCE OF 210.34 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 36; DISTANT NORTH 78°50'13" EAST, 28.40 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 36; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT 36 AND THE SOUTHERLY LINE OF SAID LOT 37, SOUTH 78°50'13" EAST, 28.40 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 36; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT 36 AND THE SOUTHERLY LINE OF SAID LOT 37, SOUTH 78°50'13" WEST, A DISTANCE OF 138.40 FEET TO THE POINT OF BEGINNING.

**¶8. PARCEL COMMONLY REFERRED TO AS LOT 39 (APN 8448-31-038):**

LOT 39 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS PER MAP RECORDED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.



## **EXHIBIT D**

### **LEGAL DESCRIPTION OF THE COUNTY'S PROPERTY**

That certain real property located in the City of San Dimas, County of Los Angeles, State of California commonly referred to as APN No. 8448-059-900 and described as follows:

That portion of Rancho San Jose finally confirmed to Dalton, Palomares and Vejar, as per map recorded in Book 2, pages 292 and 293, of Patents, Records of said county, described as Parcel 1 in that certain decree had in Case No. 65799 of the Superior Court of the State of California, in and for said county, a certified copy of said decree being recorded in Book 4215, page 78 of Official Records, in the office of the County Recorder of said county, being a portion of the land shown and designated as Parcel "A" on a map entitled "Map showing property owned by Louis Phillips Estate in the Rancho San Jose, Los Angeles County and State of California" and attached to and recorded with that certain deed to Josie I. Phillips which was recorded on May 12, 1920 in Book 7493, page 37 of Deeds, Records of said county, described as follows:

Commencing at the Southerly terminus of that course described as S 15° 02' 13" W, 450.27 feet in Parcel 1 (C2793) of that Agreement recorded October 7, 1974 in Book D6436, page 441 of said Official Records; thence along last said course N 15° 02' 13" E, 27.12 feet; thence S 84° 43' 41" W, 26.66 feet; thence S 89° 14' 26" W, 717.73 feet; thence S 0° 02' 48" E, 139.94 feet to the TRUE POINT OF BEGINNING of this description; thence S 89° 57' 12" W, 300.00 feet; thence N 0° 02' 48" W, 300.00 feet; thence N 89° 57' 12" E, 300.00 feet to the Northerly prolongation of said course hereinabove described as S 0° 02' 48" E, 139.94 feet; thence along last said prolongation and last said course S 0° 02' 48" E, 300.00 feet to the TRUE POINT OF BEGINNING.



**EXHIBIT E-1**

**FORM OF THE BRYANT QUITCLAIM DEED**

**RECORDING REQUESTED BY AND )**  
**WHEN RECORDED, MAIL TO: )**

BRYANT FINANCIAL )  
CORPORATION )  
535 Anton Boulevard, Suite 700 )  
Costa Mesa, California 92626 )  
Attn: Ms. Dottie Jensen )

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

The undersigned grantor(s) declare(s): EXEMPT FROM DOCUMENTARY TRANSFER TAX.  
Consideration and value of the easements quitclaimed is less than \$100. R&T 11911.  
DOCUMENTARY TRANSFER TAX IS:

\_\_\_\_\_ Computed on full value of property conveyed, or  
\_\_\_\_\_ Computed on full value of liens and encumbrances remaining at time of sale.  
\_\_\_\_\_ Unincorporated area: ( ) City of \_\_\_\_\_

**QUITCLAIM DEED**

THIS QUITCLAIM DEED is entered into as of November 30, 2004 by THE COUNTY OF LOS ANGELES, a body corporate and politic (the "County"), in favor of BRYANT FINANCIAL CORPORATION, a California corporation ("Bryant").

**RECITALS**

A. The County owns an easement for access and utility purposes (the "Lot 31 Easement") over the portion of Lot 31 of Tract No. 39492 located along the northern boundary of such lot and shown on that certain Map for Tract No. 39492 filed on December 18, 1981 in Book 998 at Pages 34 through 40 of Maps of Los Angeles County (the "Tract 39492 Map"). Additionally, the County is the owner of an easement for access and an easement for utility purposes over portions of Tract 39492 and certain other property pursuant to that certain Director's Deed, dated as of May, 1975, made by the State of California in favor of the County and recorded July 31, 1975 as Instrument No. 2961 of the Official Records of Los Angeles County (the "1975 Easements"), which easements are shown on the Tract 39492 Map. The County may also be the owner or beneficiary of additional easements encumbering portions of Tract No. 39492 and/or Via Amarilla, including any easements by prescription created by the installation of any communication line or other improvements outside of the areas permitted by the 1975 Easements and/or the Lot 31 Easement which serve the property owned by the County adjacent to Tract No. 39492 (collectively, the "Additional Easements"). The 1975 Easements and the Additional Easements, except for the Lot 31 Easement, are collectively referred to herein as the "Existing County Easements".

B. Bryant owns that certain real property more particularly described in Exhibit "1" attached hereto and made a part hereof ("Bryant's Property"). The County has not previously



transferred or assigned any of its right, title or interest in the Existing County Easements encumbering Bryant's Property.

C. The County desires to execute, acknowledge and record this Quitclaim Deed to quitclaim all of the County's right, title or interest in Bryant's Property, including the Existing County Easements encumbering Bryant's Property, to Bryant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County hereby agrees as follows:

1. Quitclaim. The County hereby remises, releases and forever quitclaims to Bryant all of the County's right, title or interest in and to Bryant's Property EXCEPT ONLY THAT the County retains all of the County's right, title and interest in and to the Lot 31 Easement. Specifically without limitation, the County hereby remises, releases and forever quitclaims to Bryant all of the County's right, title or interest in and to the Existing County Easements in, on, over, under, across or otherwise encumbering Bryant's Property.

2. Incorporation. The Recitals set forth at the beginning of this Quitclaim Deed and the Exhibits attached to this Quitclaim Deed, are incorporated into and made a part of this Quitclaim Deed.

3. Authority. This Quitclaim Deed and the matters contained herein have been authorized by the County. Each person signing this Quitclaim Deed represents and warrants that such person has the proper authority to bind the party on whose behalf such person signs this Quitclaim Deed.

4. Counterparts. This Quitclaim Deed may be executed in counterparts, all of which shall constitute one instrument.

IN WITNESS WHEREOF, the County has executed this Quitclaim Deed as of the date first above written.

THE COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF LOS ANGELES            )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Governmental Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman and Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

**EXHIBIT "1"**

**TO QUITCLAIM DEED (BRYANT'S PROPERTY)**

The following described property is situated in the City of San Dimas, County of Los Angeles, State of California:

**PARCEL 1:**

LOTS 23 TO 26 INCLUSIVE, 30, 31, 35, 40 AND 41 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS PER MAP RECORDED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 2:**

LOT 43 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS SHOWN BY MAP ON FILE IN BOOK 998 OF MAPS AT PAGES 34 TO 40 INCLUSIVE THEREOF, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF LOT 44 OF SAID TRACT 39492, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 44;

THENCE SOUTH 46° 56' 39" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 44, A DISTANCE OF 245.38 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE NORTH 54° 36' 49" WEST, A DISTANCE OF 247.26 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 44;

THENCE NORTH 42° 28' 27" EAST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.



**EXHIBIT E-2**

**FORM OF THE BEL VINTAGE QUITCLAIM DEED**

RECORDING REQUESTED BY AND )  
WHEN RECORDED, MAIL TO: )  
BEL VINTAGE, LLC )  
865 North Commerce Street )  
Orange, California 92667 )  
Attention: Mr. Kaz Katayama )  
)

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

The undersigned grantor(s) declare(s): EXEMPT FROM DOCUMENTARY TRANSFER TAX.  
Consideration and value of the easements quitclaimed is less than \$100. R&T 11911.  
DOCUMENTARY TRANSFER TAX IS:

\_\_\_\_\_ Computed on full value of property conveyed, or  
\_\_\_\_\_ Computed on full value of liens and encumbrances remaining at time of sale.  
\_\_\_\_\_ Unincorporated area: ( ) City of \_\_\_\_\_

**QUITCLAIM DEED**

THIS QUITCLAIM DEED is entered into as of November 30, 2004 by THE COUNTY OF LOS ANGELES, a body corporate and politic (the "County"), in favor of BEL VINTAGE, LLC, a California limited liability company ("Bel Vintage").

**RECITALS**

A. The County owns an easement for access and utility purposes (the "Lot 31 Easement") over the portion of Lot 31 of Tract No. 39492 located along the northern boundary of such lot and shown on that certain Map for Tract No. 39492 filed on December 18, 1981 in Book 998 at Pages 34 through 40 of Maps of Los Angeles County (the "Tract 39492 Map"). Additionally, the County is the owner of an easement for access and an easement for utility purposes over portions of Tract 39492 and certain other property pursuant to that certain Director's Deed, dated as of May, 1975, made by the State of California in favor of the County and recorded July 31, 1975 as Instrument No. 2961 of the Official Records of Los Angeles County (the "1975 Easements"), which easements are shown on the Tract 39492 Map. The County may also be the owner or beneficiary of additional easements encumbering portions of Tract No. 39492 and/or Via Amarilla, including any easements by prescription created by the installation of any communication line or other improvements outside of the areas permitted by the 1975 Easements and/or the Lot 31 Easement which serve the property owned by the County adjacent to Tract No. 39492 (collectively, the "Additional Easements"). The 1975 Easements and the Additional Easements, except for the Lot 31 Easement, are collectively referred to herein as the "Existing County Easements".

B. Bel Vintage owns that certain real property more particularly described in Exhibit "I" attached hereto and made a part hereof ("Bel Vintage's Property"). The County has not

previously transferred or assigned any of its right, title or interest in the Existing County Easements encumbering Bel Vintage's Property.

C. The County desires to execute, acknowledge and record this Quitclaim Deed to quitclaim all of the County's right, title or interest in Bel Vintage's Property, including the Existing County Easements encumbering Bel Vintage's Property, to Bel Vintage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County hereby agrees as follows:

1. Quitclaim. The County hereby remises, releases and forever quitclaims to Bel Vintage all of the County's right, title or interest in and to Bel Vintage's Property, including the Existing County Easements in, on, over, under, across or otherwise encumbering Bel Vintage's Property.

2. Incorporation. The Recitals set forth at the beginning of this Quitclaim Deed and the Exhibit(s) attached to this Quitclaim Deed, are incorporated into and made a part of this Quitclaim Deed.

3. Authority. This Quitclaim Deed and the matters contained herein have been authorized by the County. Each person signing this Quitclaim Deed represents and warrants that such person has the proper authority to bind the party on whose behalf such person signs this Quitclaim Deed.

4. Counterparts. This Quitclaim Deed may be executed in counterparts, all of which shall constitute one instrument.

IN WITNESS WHEREOF, the County has executed this Quitclaim Deed as of the date first above written.

THE COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

STATE OF CALIFORNIA       )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Governmental Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman and Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

**EXHIBIT "1"**

**TO QUITCLAIM DEED (BEL VINTAGE LLC'S PROPERTY)**

The following described property is situated in the City of San Dimas, County of Los Angeles, State of California:

**PARCEL 1:**

LOT 27 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS PER MAP RECORDED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

**PARCEL 2:**

LOT 34 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS PER MAP RECORDED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF LOT 32 OF SAID TRACT 39492, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 34 OF SAID TRACT; THENCE NORTH 71° 18' 34" EAST 23.68 FEET; THENCE NORTH 10° 57' 15" EAST 57.33 FEET; THENCE NORTH 19° 12' 01" WEST 59.72 FEET TO A POINT ON THE EASTERLY SIDE LINE OF SAID LOT 34, DISTANT THEREON SOUTH 10° 57' 15" WEST 75.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 34; THENCE SOUTH 10° 57' 15" WEST ALONG THE EASTERLY SIDELINE OF SAID LOT 34, A DISTANCE OF 125.10 FEET TO THE POINT OF BEGINNING.





**EXHIBIT E-3**

**FORM OF THE TRANSFERRED LOTS QUITCLAIM DEED**

RECORDING REQUESTED BY AND )  
WHEN RECORDED, MAIL TO: )  
[Insert Name of Property Owner from )  
Schedule 1 attached hereto and made a )  
part hereof] )  
)  
)  
)

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

The undersigned grantor(s) declare(s): EXEMPT FROM DOCUMENTARY TRANSFER TAX.  
Consideration and value of the easements quitclaimed is less than \$100. R&T 11911.  
DOCUMENTARY TRANSFER TAX IS:

\_\_\_\_\_ Computed on full value of property conveyed, or  
\_\_\_\_\_ Computed on full value of liens and encumbrances remaining at time of sale.  
\_\_\_\_\_ Unincorporated area: ( ) City of \_\_\_\_\_

**QUITCLAIM DEED**

THIS QUITCLAIM DEED is entered into as of November 30, 2004 by THE COUNTY OF LOS ANGELES, a body corporate and politic (the "County"), in favor of [Insert Name of Property Owner from Schedule 1 attached hereto and made a part hereof] ("Owner").

**RECITALS**

A. The County owns an easement for access and utility purposes (the "Lot 31 Easement") over the portion of Lot 31 of Tract No. 39492 located along the northern boundary of such lot and shown on that certain Map for Tract No. 39492 filed on December 18, 1981 in Book 998 at Pages 34 through 40 of Maps of Los Angeles County (the "Tract 39492 Map"). Additionally, the County is the owner of an easement for access and an easement for utility purposes over portions of Tract 39492 and certain other property pursuant to that certain Director's Deed, dated as of May, 1975, made by the State of California in favor of the County and recorded July 31, 1975 as Instrument No. 2961 of the Official Records of Los Angeles County (the "1975 Easements"), which easements are shown on the Tract 39492 Map. The County may also be the owner or beneficiary of additional easements encumbering portions of Tract No. 39492 and/or Via Amarilla, including any easements by prescription created by the installation of any communication line or other improvements outside of the areas permitted by the 1975 Easements and/or the Lot 31 Easement which serve the property owned by the County adjacent to Tract No. 39492 (collectively, the "Additional Easements"). The 1975 Easements and the Additional Easements, except for the Lot 31 Easement, are collectively referred to herein as the "Existing County Easements".

B. Owner owns that certain real property more particularly described in Exhibit "1" attached hereto and made a part hereof ("Owner's Property"). The County has not previously

transferred or assigned any of its right, title or interest in the Existing County Easements encumbering Owner's Property.

C. The County desires to execute, acknowledge and record this Quitclaim Deed to quitclaim all of the County's right, title or interest in the Owner's Property, including the Existing County Easements encumbering Owner's Property, to Owner.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County hereby agrees as follows:

1. Quitclaim. The County hereby remises, releases and forever quitclaims to Owner all of the County's right, title or interest in and to Owner's Property, including the Existing County Easements in, on, over, under, across or otherwise encumbering Owner's Property.

2. Incorporation. The Recitals set forth at the beginning of this Quitclaim Deed and the Exhibit(s) attached to this Quitclaim Deed, are incorporated into and made a part of this Quitclaim Deed.

3. Authority. This Quitclaim Deed and the matters contained herein have been authorized by the County. Each person signing this Quitclaim Deed represents and warrants that such person has the proper authority to bind the party on whose behalf such person signs this Quitclaim Deed.

4. Counterparts. This Quitclaim Deed may be executed in counterparts, all of which shall constitute one instrument.

IN WITNESS WHEREOF, the County has executed this Quitclaim Deed as of the date first above written.

THE COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF LOS ANGELES            )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Governmental Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman and Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

**EXHIBIT "1"**

**TO QUITCLAIM DEED (TRANSFERRED LOTS)**

**[Insert Legal Description of the Property Owned by the Property Owner Named in the  
Quitclaim Deed]**

**SCHEDULE "1"****TO QUITCLAIM DEED (TRANSFERRED LOTS)**

[NOTE: THIS SCHEDULE 1 PROVIDES THE INFORMATION TO PREPARE A SEPARATE QUITCLAIM DEED FOR EACH OF THE TRANSFERRED LOTS AND IS NOT TO BE RECORDED AS PART OF SUCH QUITCLAIM DEEDS.]

<b><u>Name of Property Owner</u></b>	<b><u>Address Reference</u></b>	<b><u>Legal Description of Lot</u></b>
Lawrence W. Lee and Jenny Y. Lee, husband and wife as joint tenants	323 Via Blanca San Dimas, CA 91773	See Description on Exhibit "C" under Paragraph No. 1
Robert H. Olander II and Jean E. Olander, trustees of the Robert H. and Jean E. Olander II Family Trust Dated 06/05/1998	317 Via Blanca San Dimas, CA 91773	See Description on Exhibit "C" under Paragraph No. 2
Krikor S. Tahmizian	308 Via Blanca San Dimas, CA 91773	See Description on Exhibit "C" under Paragraph No. 3
Reginald F. Campbell and Janet S. Campbell, husband and wife as joint tenants	302 Via Blanca San Dimas, CA 91773	See Description on Exhibit "C" under Paragraph No. 4
Romulo Maniquis and Rosario V. Maniquis, husband and wife as joint tenants	138 Calle Colorado San Dimas, CA 91773	See Description on Exhibit "C" under Paragraph No. 5
Antoine O. Sourialle and Mona N. Sourialle, husband and wife as joint tenants	132 Calle Colorado San Dimas, CA 91773	See Description on Exhibit "C" under Paragraph No. 6
Gregory Sherwin and Sarah Sherwin, husband and wife as joint tenants	126 Calle Colorado San Dimas, CA 91773	See Description on Exhibit "C" under Paragraph No. 7
Jorge Francisco Perez	133 Calle Colorado San Dimas, CA 91773	See Description on Exhibit "C" under Paragraph No. 8



**EXHIBIT E-4**

**FORM OF THE HOA QUITCLAIM DEED**

**RECORDING REQUESTED BY AND WHEN )**  
**RECORDED, MAIL TO: )**

BEL VINTAGE HOMEOWNERS ASSOCIATION )  
c/o CMS )  
675 West Foothill Blvd. Suite 104 )  
Claremont, CA. 91711 )  
Attention: Ms. Desiree Nichols )

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

The undersigned grantor(s) declare(s): EXEMPT FROM DOCUMENTARY TRANSFER TAX.  
Consideration and value of the easements quitclaimed is less then \$100. R&T 11911.

**DOCUMENTARY TRANSFER TAX IS:**

\_\_\_\_\_ Computed on full value of property conveyed, or  
\_\_\_\_\_ Computed on full value of liens and encumbrances remaining at time of sale.  
\_\_\_\_\_ Unincorporated area: ( ) City of \_\_\_\_\_

**QUITCLAIM DEED**

THIS QUITCLAIM DEED is entered into as of November 30, 2004 by THE COUNTY OF LOS ANGELES, a body corporate and politic (the "County"), in favor of BEL VINTAGE HOMEOWNERS ASSOCIATION, a California non-profit corporation (the "HOA").

**RECITALS**

A. The County owns an easement for access and utility purposes (the "Lot 31 Easement") over the portion of Lot 31 of Tract No. 39492 located along the northern boundary of such lot and shown on that certain Map for Tract No. 39492 filed on December 18, 1981 in Book 998 at Pages 34 through 40 of Maps of Los Angeles County (the "Tract 39492 Map"). Additionally, the County is the owner of an easement for access and an easement for utility purposes over portions of Tract 39492 and certain other property pursuant to that certain Director's Deed, dated as of May, 1975, made by the State of California in favor of the County and recorded July 31, 1975 as Instrument No. 2961 of the Official Records of Los Angeles County (the "1975 Easements"), which easements are shown on the Tract 39492 Map. The County may also be the owner or beneficiary of additional easements encumbering portions of Tract No. 39492 and/or Via Amarilla, including any easements by prescription created by the installation of any communication line or other improvements outside of the areas permitted by the 1975 Easements and/or the Lot 31 Easement which serve the property owned by the County adjacent to Tract No. 39492 (collectively, the "Additional Easements"). The 1975 Easements and the Additional Easements, except for the Lot 31 Easement, are collectively referred to herein as the "Existing County Easements".



B. The HOA owns that certain real property more particularly described in Exhibit "1" attached hereto and made a part hereof (collectively, the "HOA's Property"). The County has not previously transferred or assigned any of its right, title or interest in the Existing County Easements encumbering the HOA's Property.

C. The County desires to execute, acknowledge and record this Quitclaim Deed to quitclaim all of the County's right, title or interest in the HOA's Property, including the Existing County Easements encumbering the HOA's Property, to the HOA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County hereby agrees as follows:

1. Quitclaim. The County hereby remises, releases and forever quitclaims to the HOA all of the County's right, title or interest in and to the HOA's Property, including the Existing County Easements in, on, over, under, across or otherwise encumbering the HOA's Property.
2. Incorporation. The Recitals set forth at the beginning of this Quitclaim Deed and the Exhibit(s) attached to this Quitclaim Deed, are incorporated into and made a part of this Quitclaim Deed.
3. Authority. This Quitclaim Deed and the matters contained herein have been authorized by the County. Each person signing this Quitclaim Deed represents and warrants that such person has the proper authority to bind the party on whose behalf such person signs this Quitclaim Deed.
4. Counterparts. This Quitclaim Deed may be executed in counterparts, all of which shall constitute one instrument.

IN WITNESS WHEREOF, the County has executed this Quitclaim Deed as of the date first above written.

THE COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

STATE OF CALIFORNIA )

) ss.

COUNTY OF LOS ANGELES )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Governmental Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman and Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By: \_\_\_\_\_

Deputy

APPROVED AS TO FORM:

COUNTY COUNSEL

By: \_\_\_\_\_

Deputy

**EXHIBIT "1"**

**TO QUITCLAIM DEED (THE HOA'S PROPERTY)**

The following described property is situated in the City of San Dimas, County of Los Angeles, State of California:

**Parcel 1:**

THOSE PORTIONS OF VIA AMARILLA, CALLE COLORADO, VIA BLANCA AND CALLE CANELA, LYING WITHIN AND CREATED ON THE MAP OF TRACT NO. 39492, AS PER MAP RECORDED IN BOOK 998, PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY AND VACATED BY THAT CERTAIN RESOLUTION, RECORDED APRIL 15, 1991 AS INSTRUMENT NO. 91-530699 AND RECORDED DECEMBER 12, 1995 AS INSTRUMENT NO. 95-1935290, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Parcel 2:** (APN No.'s 8448-031-041, 8448-031-045, 8448-031-046)

LOTS 42, 46 AND 47 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS PER MAP RECORDED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

**Parcel 3:** (APN No. 8448-031-062)

LOT 45 OF TRACT 39492, IN THE CITY OF SAN DIMAS, AS SHOWN BY MAP FILED IN BOOK 998 PAGES 34 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

TOGETHER WITH THAT PORTION OF LOT 38 OF SAID TRACT 39492, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 38; THENCE NORTH 05 ° 05' 20" WEST ALONG THE WESTERLY LINE OF SAID LOT 38, A DISTANCE OF 214.25 FEET TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 38 ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 110.50 FEET, THROUGH AN ANGLE OF 43 ° 09' 46", AN ARC LENGTH OF 83.24 FEET (THE INITIAL RADIAL LINE BEARS SOUTH 06 ° 42' 14" WEST) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY CONTINUING ALONG THE NORTHERLY LINE OF SAID LOT 38, ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 199.50 FEET, THROUGH AN ANGLE OF 05 ° 51' 36" AN ARC LENGTH OF 20.40 FEET (THE INITIAL RADIAL LINE BEARS NORTH 36 ° 23' 32" WEST); THENCE SOUTH 30 ° 35' 56" EAST, A DISTANCE OF 70.56 FEET; THENCE SOUTH 01 ° 09' 47" EAST A DISTANCE OF 162.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 38; THENCE SOUTH 78 ° 50' 13" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 118.00 FEET TO THE POINT OF BEGINNING.



**EXHIBIT F-1**

**FORM OF THE HOA EASEMENT**

**[See attached HOA Easement executed by the HOA.]**

RECORDING REQUESTED BY AND, )  
WHEN RECORDED, RETURN TO: )

THE COUNTY OF LOS ANGELES )  
Real Estate Division )  
222 South Hill Street )  
Los Angeles, California 90012 )  
Attention: Mr. Chris Montana )

[SPACE ABOVE FOR RECORDER'S USE]

### GRANT OF EASEMENT

THIS GRANT OF EASEMENT (this "Grant of Easement"), dated as of \_\_\_\_\_, 2003, is made by BEL VINTAGE HOMEOWNERS ASSOCIATION, a California non-profit corporation (the "HOA"), in favor of COUNTY OF LOS ANGELES, a public entity (the "County").

### RECITALS

A. The HOA owns, maintains and administers that certain real property designated as the "Common Area" in that certain Declaration of Covenants, Conditions and Restrictions and Reservations of Easements, made as of February 8, 1991, by Bryant Financial Corporation ("Bryant"), as declarant, and the City of San Dimas (the "City") and recorded July 17, 1991 as Instrument No. 91-1094538 of the Official Records of Los Angeles County (the "Official Records"), as amended and/or supplemented (collectively, the CC&Rs).

B. The County owns that certain real property located in the City of San Dimas, County of Los Angeles, California described on Exhibit "1" attached to this Grant of Easement (the "County's Property"). The County also has the following easements: (i) an easement for access and an easement for utility purposes over portions of the Common Area and certain other property pursuant to that certain Director's Deed, dated as of May, 1975, made by the State of California in favor of the County and recorded July 31, 1975 as Instrument No. 2971 of the Official Records (collectively, the "Existing County Easements"); and (ii) an easement for access and utility purposes over a portion of Lot 31 of Tract No. 39492 (the "Lot 31 Easement Area") as described on that certain Map for Tract No. 39492 filed on December 18, 1991 in Book 998 at Pages 34 through 40 of Maps of Los Angeles County. The Existing County Easements encumbered various property, including the Common Area.

D. Subject to the County's quitclaim of the Existing County Easements, the HOA desires to grant to the County an access easement over the portion of the Common Area which commences at the intersection of San Dimas Avenue and Via Amarilla and continues over Via Amarilla to Calle Canela to Via Blanca and terminates at the intersection of Via Blanca and the Lot 31 Easement Area (the "Street Easement Area") and permit the County to install a communication line and connect to certain utilities within the Street Easement Area, all as more particularly described in, and on the terms and conditions set forth in, this Grant of Easement. The location of the Street Easement Area, the County's Property and the Lot 31 Easement Area are generally shown on Exhibit "2" attached to this Grant of Easement.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the HOA hereby agrees as follows:

1. Grant of Access Easement and Connection Rights.

1.1 Grants. Subject to Paragraph 1.2:

1.1.1 The HOA hereby grants to the County a non-exclusive easement appurtenant to the County's Property (the "Access Easement") in, on, over, under and across the Street Easement Area for the purpose of pedestrian and vehicular ingress and egress to the County's Property (through the Lot 31 Easement Area) in connection with the operation of the County's Property as an antenna site, communication equipment facility and/or any similar use.

1.1.2 The HOA hereby grants the County a non-exclusive easement appurtenant to the County's Property to, from time to time, access Via Blanca and, without cost to the HOA, connect any and all utility lines now or hereafter installed within the Lot 31 Easement Area by or on behalf of the County to the corresponding utility lines now or hereafter located within Via Blanca, which connection shall be made as close as reasonably possible to the intersection of Via Blanca and the Lot 31 Easement Area (the "Utility Connection Right").

1.1.3 The HOA hereby grants the County a non-exclusive easement appurtenant to the County's Property to, from time to time, without cost to the HOA, install, maintain, operate and access within the Street Easement Area one or more dedicated communication lines (provided that all such lines are bundled together into one linear unit located underground as usual and customary) and related appurtenances used in connection with the operation of the County's Property as an antenna site, communication equipment facility and/or any similar use (the "Communication Line Installation Right").

1.2 Quitclaim of Easements by the County. This Grant of Easement is conditioned upon the County executing and properly recording one or more quitclaim deeds which release and quitclaim any and all of the County's right, title and interest in the Existing County Easements (collectively, the "Quitclaim Deeds") on or before December 31, 2006. If the County does not execute and properly record the Quitclaim Deeds on or before December 31, 2006, then this Grant of Easement shall terminate and be of no force or effect.

2. Residential Use of the County's Property. If the County uses the County's Property for residential purposes, the HOA shall have the right, but not the obligation, to require the County to annex the County's Property to the property covered by the CC&R's on the same terms as are generally applicable to other property within the "Estates Homes Area" (as defined in the CC&Rs) and such other terms as are reasonably required by the HOA so that upon such annexation the County's Property will form part of the Estates Homes Area (the "HOA Annexation Right"). The Access Easement and the Communication Line Installation Right will be automatically expanded to include all residential usage of the County's Property on the earlier to occur of: (i) the date the County annexes the County's Property to the property covered by the CC&R's; or (ii) subject to the County's

compliance with the provisions of the next sentence, the date the County submits an application for a residential building permit on the County's Property to the City if the HOA does not timely exercise the HOA's Annexation Right. The County shall give the HOA written notice that the County intends to use the County's Property for residential purposes at least thirty (30) days, but not more than one hundred twenty (120) days, prior to submitting such application. The HOA shall have thirty (30) days after receipt of such notice to notify the County in writing that the HOA will exercise the HOA's Annexation Right or the HOA shall be deemed to have elected not to exercise such right.

3. Non-Exclusivity. The HOA and its successors and assigns and any and all other persons who have a right to use the Street Easement Area pursuant to the CC&Rs or otherwise shall continue to have full use and enjoyment of the Street Easement Area. The County's use of the Street Easement Area is subject to this Grant of Easement, the CC&R's and any and all reasonable rules and restrictions established from time to time by the HOA. The HOA may maintain, improve, alter, use and administer the Street Easement Area in any manner permitted by the CC&R's. Specifically, without limitation, the HOA shall have the right to (i) grade, pave and landscape the Street Easement Area; (ii) install and maintain utility and drainage improvements within the Street Easement Area; and (iii) install and maintain gates (including gates with locks), fences or other barriers within the Street Easement Area. The HOA shall, however, enable the County to have reasonable access through any such gates, fences or barriers to use the Street Easement Area for the purposes permitted herein.

4. Covenants Running with the Land. The covenants of the HOA contained in this Grant of Easement shall constitute covenants running with the Street Easement Area for the benefit of the County's Property and shall bind the HOA and all successors in interest to all or any portion of the Street Easement Area for the benefit of the County and all successors in interest to all or any portion of the County's Property.

5. General Provisions.

5.1 Incorporation of Recitals and Exhibits. All recitals in, and exhibits attached to, this Grant of Easement are incorporated into and made a part of this Grant of Easement as though fully set forth in this Grant of Easement.

5.2 Third Party Beneficiaries. Bryant and Bel Vintage, LLC ("Bel Vintage") each own property within the Estates Homes Area. Bryant and Bel Vintage and their respective successors and assigns are third party beneficiaries of the HOA's obligations under this Grant of Easement. Further, except for Bryant and Bel Vintage and their respective successors and assigns, no persons other than the HOA and its successors and assigns and the County and its successors in interest shall have any rights or remedies under or by reason of this Grant of Easement. Nothing contained in this Grant of Easement is intended or shall be construed to be a gift or dedication of any portion of the HOA's property to or for the benefit of the general public or for any public purpose whatsoever.

5.3 Binding Effect. Without limiting in any manner the provisions of Paragraph 5.2, this Grant of Easement shall be binding upon and inure to the benefit of the HOA and the County and their successors and assigns.



5.4 **Entire Agreement.** This Grant of Easement, and the other documents referred to in, this Grant of Easement constitute the entire understanding and agreement of the parties regarding the County's use of the Street Easement Area for the benefit of the County's Property and supersede any and all prior or contemporaneous agreements or understandings, oral or written, between the parties regarding the County's use of the Street Easement Area for the benefit of the County's Property.

5.5 **Amendments.** No provision of this Grant of Easement may be amended or added to except by an agreement in writing which is signed by the parties hereto or their respective successors in interest and indicates that it is an amendment of this Grant of Easement.

5.6 **Further Assurances.** The HOA and the County shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Grant of Easement and to carry out the intent of, and the agreements set forth in, this Grant of Easement.

5.7 **Interpretation.** This Grant of Easement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language in all parts of this Grant of Easement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the HOA or the County. Any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party, or the party that caused it to exist, shall not be employed in the interpretation of this Grant of Easement. The use of the words "include" and/or "including" shall not imply exclusivity and shall be interpreted to mean "include(ing), without limitation" and/or "include(ing), but not limited to." The headings of this Grant of Easement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Grant of Easement.

5.8 **Enforcement.** The obligations undertaken by the HOA under this Grant of Easement are of a special and unique kind and character. If the HOA defaults under this Grant of Easement, the County and/or any of the third party beneficiaries would not have any adequate remedy at law. Therefore, the County's and the third party beneficiaries' rights under this Grant of Easement may be enforced by an action for specific performance and such other equitable relief as is allowed under California law.

5.9 **Remedies Cumulative.** All rights and remedies pursuant to this Agreement are cumulative with one another and with any other rights or remedies that may be available at law or in equity, and the exercise or failure to exercise any right or remedy shall not preclude the exercise of that right or remedy at any other time or of any other right or remedy at any time. Further, the HOA, the County and/or any third party beneficiary may enforce any or all of its rights and remedies under this Agreement acting alone and without the consent and/or cooperation of any other.

5.10 **No Waiver.** A waiver by either party of a condition for the benefit of that party, or of a default by the other party, shall be effective only if it is in writing and shall not be construed as a waiver of any other condition or default.

5.11 Severability. If any term, provision, condition or covenant of this Grant of Easement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Grant of Easement, or the application of such term, provision, condition or covenant to any party or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be effected and shall be valid and enforceable to the fullest extent permitted by law.

5.12 Counterparts. This Grant of Easement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall, together, constitute one and the same instrument.

5.13 Authority. Each person signing this Grant of Easement represents and warrants that he or she has the proper authority to bind the party on whose behalf he or she signs.

IN WITNESS WHEREOF, the HOA has executed this Grant of Easement as of the day and year first above written.

The "HOA"  
BEL VINTAGE HOMEOWNERS ASSOCIATION,  
a California non-profit corporation

Name: Vincent De Rosa  
By: [Signature]  
Its: President

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On Oct 9, 2003 before me, Rebecca Banuelos, personally appeared Vincent De Rosa, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]

[SEAL]



**EXHIBITS LIST**

**EXHIBIT 1:**           **Legal Description of the County's Property**

**EXHIBIT 2:**           **Property Map**

## **EXHIBIT 1**

### **LEGAL DESCRIPTION OF THE COUNTY'S PROPERTY**

That certain real property located in the City of San Dimas, County of Los Angeles, State of California described as follows:

That portion of Rancho San Jose finally confirmed to Dalton, Palomares and Vejar, as per map recorded in Book 2, pages 292 and 293, of Patents, Records of said county, described as Parcel 1 in that certain decree had in Case No. 65799 of the Superior Court of the State of California, in and for said county, a certified copy of said decree being recorded in Book 4215, page 78 of Official Records, in the office of the County Recorder of said county, being a portion of the land shown and designated as Parcel "A" on a map entitled "Map showing property owned by Louis Phillips Estate in the Rancho San Jose, Los Angeles County and State of California" and attached to and recorded with that certain deed to Josie I. Phillips which was recorded on May 12, 1920 in Book 7493, page 37 of Deeds, Records of said county, described as follows:

Commencing at the Southerly terminus of that course described as S 15° 02' 13" W, 450.27 feet in Parcel 1 (C2793) of that Agreement recorded October 7, 1974 in Book D6436, page 441 of said Official Records; thence along last said course N 15° 02' 13" E, 27.12 feet; thence S 84° 43' 41" W, 26.66 feet; thence S 89° 14' 26" W, 717.73 feet; thence S 0° 02' 48" E, 139.94 feet to the TRUE POINT OF BEGINNING of this description; thence S 89° 57' 12" W, 300.00 feet; thence N 0° 02' 48" W, 300.00 feet; thence N 89° 57' 12" E, 300.00 feet to the Northerly prolongation of said course hereinabove described as S 0° 02' 48" E, 139.94 feet; thence along last said prolongation and last said course S 0° 02' 48" E, 300.00 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT 2**  
**PROPERTY MAP**

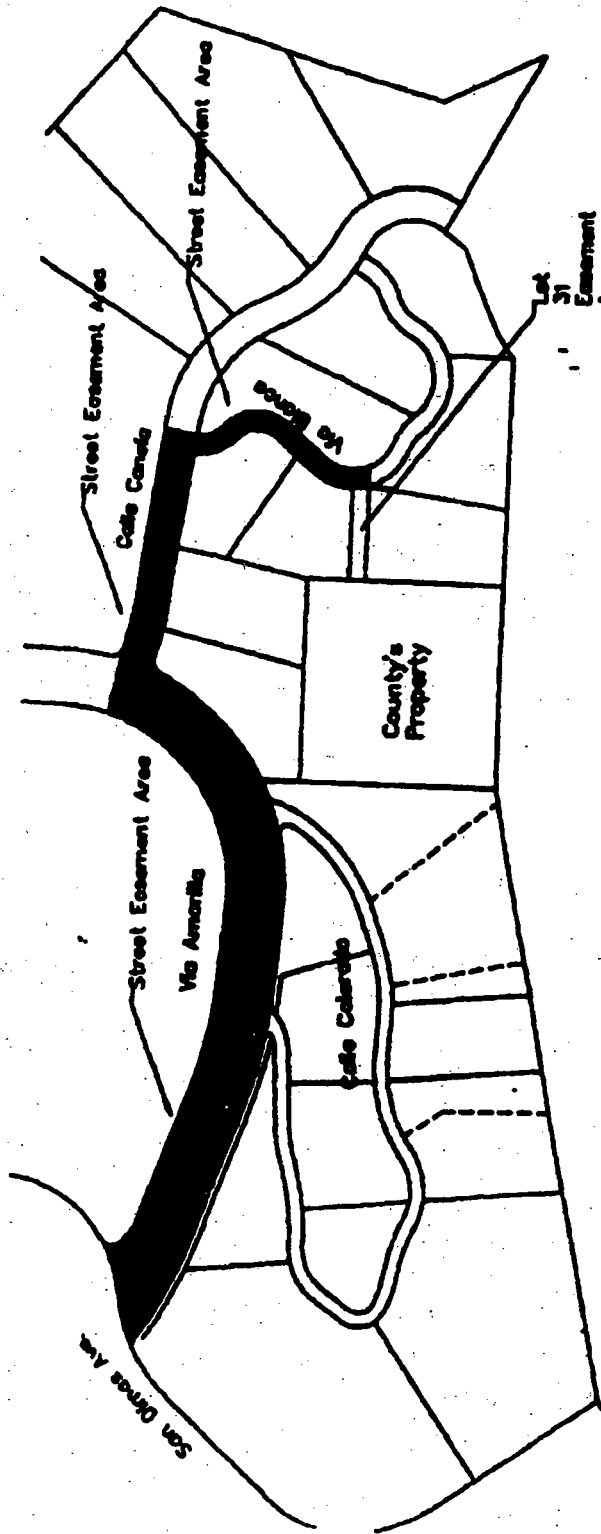


Exhibit 2  
Property Map With Description of Street Easement Area

**EXHIBIT F-2**

**FORM OF THE CERTIFICATE OF ACCEPTANCE OF THE HOA EASEMENT**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the attached document is hereby accepted by the County of Los Angeles under the authority delegated to the County of Los Angeles' Chief Administrative Office pursuant to Section 2.08.168 of the County Code and consents to the recordation thereof by its duly authorized officer. This is to further certify that this document covers County business within the meaning of Section 6103 of the Government Code.

By \_\_\_\_\_  
Chuck W. West  
Director of Real Estate  
Chief Administrative Office

On \_\_\_\_, 2004 before me, CONNY B. McCORMACK, Registrar-Recorder/County Clerk of the County of Los Angeles, in and for said County, personally appeared Chuck W. West proved to me on the basis of satisfactory evidence to be the Director of Real Estate of the County of Los Angeles, and acknowledged to me that such County of Los Angeles executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal the day and year in this Certification first above written.

**CONNY B. McCORMACK**  
Registrar-Recorder/County Clerk of the  
County of Los Angeles

By \_\_\_\_\_  
Christopher Montana, Deputy





## EXHIBIT G-1

### DESCRIPTION OF BOULEVARD'S COMMUNICATION WORK AND THE COUNTY'S COMMUNICATION WORK

#### 1. Description of Boulevard's Communication Work.

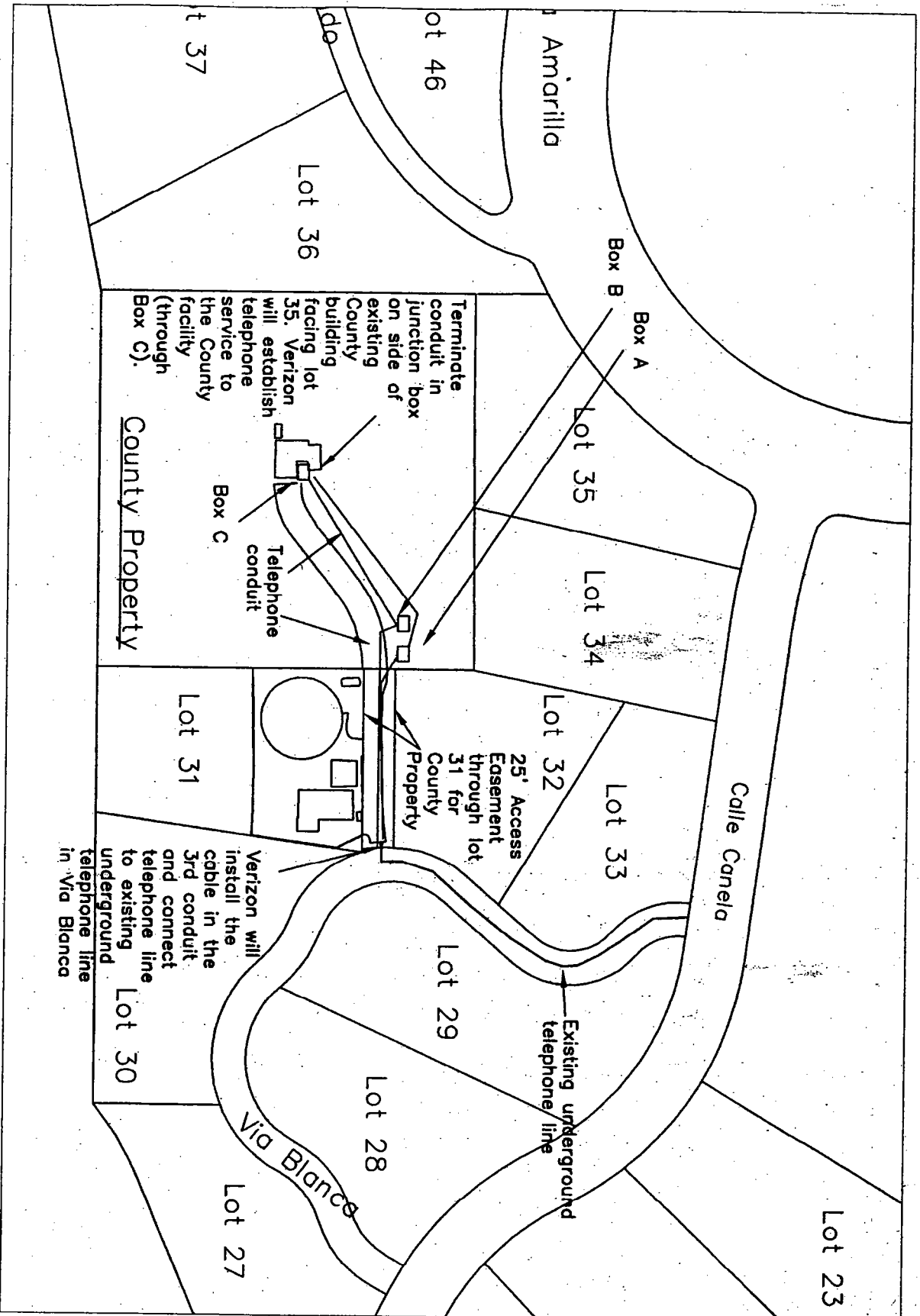
- Install the two (2) Handhold Junction Boxes (labeled Box A and Box B) in the locations marked on Exhibit "G-2" as Box A and Box B.
- Install the one Junction Box (labeled Box C) on the side of the existing building on the County's Property in the location marked on Exhibit "G-2" (the "Building Junction Box").
- Install the two (2) empty conduits comprising the Utility Conduit (adjacent to each other) in the location marked on Exhibit "G-2" for such Utility Conduit (so that such conduit extends from Via Blanca to the Handhold Junction Box labeled Box A). Connect the Utility Conduit to the Handhold Junction Box labeled Box A and then install the second part of the Utility Conduit in the location marked on Exhibit "G-2" for such conduit, so that the second part of such conduit extends from the Handhold Junction Box labeled Box A to the ground adjacent to the existing building on the County's Property. The empty Utility Conduit will then be swept up above ground, capped and placed adjacent to the side of the existing building.
- Install the first part of one (1) empty conduit comprising the Telephone Conduit (i.e. the third conduit) in the location marked on Exhibit "G-2" for such Telephone Conduit (so that such portion of the conduit extends from Via Blanca to the Handhold Junction Box labeled Box B). Connect the Telephone Conduit to the Handhold Junction Box labeled Box B and then install the second part of the Telephone Conduit in the location marked on Exhibit "G-2" for such conduit, so that the second part of such conduit extends from the Handhold Junction Box labeled Box B to the ground adjacent to the existing building on the County's Property. The empty Telephone Conduit will then be swept up above ground, secured to the existing building and connected to Building Junction Box.
- Each of the three (3) conduits shall be four inches (4") in diameter and will contain a pull rope for future use in installing the telephone communication wire and other utilities. All of the conduits may be installed in a common trench.

#### 2. Description of the County's Communication Work.

- Install (through Verizon) such communication line(s) as required to establish and operate telephone/communication service within the County's Property and establish (through Verizon) telephone/communication service within the County's Property.
- This work shall include the following: (i) install telephone/communication operation equipment as necessary in the Building Junction Box and (ii) connect new telephone line to the existing telephone line and then pull the new telephone/communication line(s) through the Telephone Conduit linking such line(s) through the Handhold Junction Box labeled Box B and connecting such line(s) to the Building Junction Box labeled Box C.

**EXHIBIT G-2**

**LOCATIONS TO COMPLETE BOULEVARD'S COMMUNICATION WORK AND THE  
COUNTY'S COMMUNICATION WORK**



**Exhibit G-2**  
**Locations to Complete Boulevard's Communication Work**  
**and the County's Communication Work**



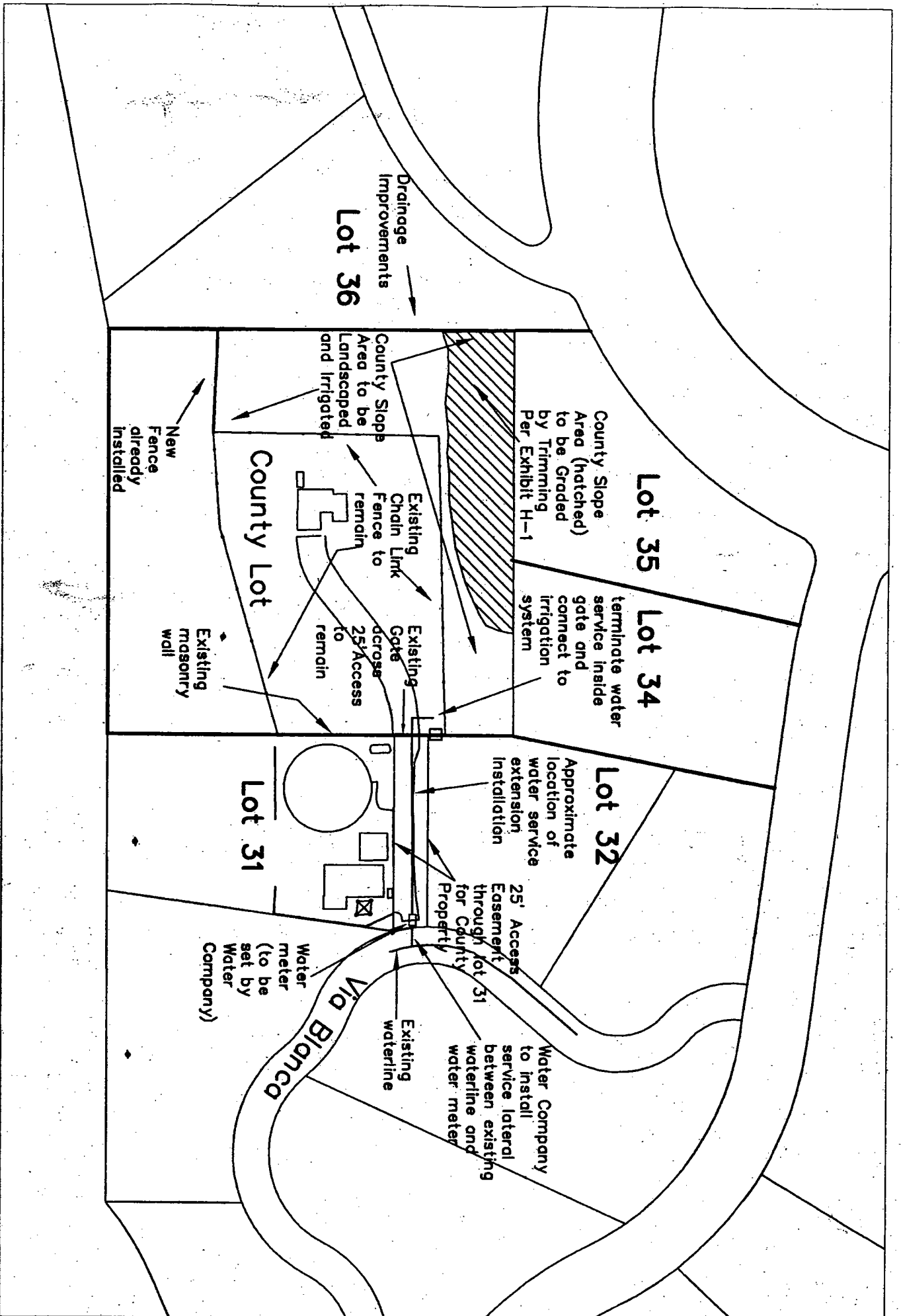
## EXHIBIT H-1

### DESCRIPTION OF THE SLOPE IMPROVEMENT WORK

1. Description of the Water Service Establishment Work. Make arrangements with SCWC to establish water service to the County's Property, including arranging for SCWC to install and inspect the water meter, service lateral and related appurtenances in the locations shown on Exhibit "H-2" attached to this Agreement. (The water meter may be relocated within the Lot 31 Easement Area as required by SCWC at the time of installation, in which case the service laterals and related appurtenances will be relocated as necessary.) The related appurtenances to be installed by SCWC referenced above in this paragraph may include, for example, backflow devices, pipeline connectors and coupling mechanisms to permit the later connection of the irrigation system
2. Description of the Landscaping. Install the planting on the County's Property described by and pursuant to Sheets 3 and 5 of plans titled, "Improvements at Lot 36 and 37 for Southern California Edison and Access Road for Lot 34 and 35, Landscape Improvements, San Dimas, California", prepared by David Evans & Associates, dated August 16, 2004. Inspect the landscaping after the initial planting (generally within 30 to 90 days after planting) and arrange for the landscaping subcontractor to replace plants which are failing to thrive pursuant such subcontractor's warranty.
3. Description of the Irrigation System. Install the irrigation system on the County's Property described by and pursuant to Sheets 4 and 5 of plans titled, "Improvements at Lot 36 and 37 for Southern California Edison and Access Road for Lot 34 and 35, Landscape Improvements, San Dimas, California", prepared by David Evans & Associates, dated August 16, 2004.
4. Description of the Slope Drainage Improvements. Install the toe drain ('v' ditch) on the County's Property adjacent to Lot 36 as shown on the Sheet 1 of the plans titled "Bel Vintage Estates, Tract No. 39492, Wall Plan for Access Road - Lots 34 and 35", prepared by The Keith Companies, dated September 5, 2003.
5. Description of the Grading/Slope Trimming. Grade/trim the Slopes on the County's Property as shown on the Sheet 1 of the plans titled "Bel Vintage Estates, Tract No. 39492, Wall Plan for Access Road - Lots 34 and 35", prepared by The Keith Companies, dated September 5, 2003.

**EXHIBIT H-2**

**LOCATIONS TO COMPLETE THE SLOPE IMPROVEMENT WORK**



**Exhibit H-2**  
**Locations to Complete the**  
**Slope Improvement Work**





## **EXHIBIT I**

### **LIST OF CERTIFYING PARTIES**

In addition to Boulevard, the following persons and entities shall provide certificates of completion for the designated segments of Boulevard's Work in compliance with the Agreement to which this Exhibit is attached:

<b>SEGMENT OF BOULEVARD'S WORK</b>	<b>CERTIFYING PARTY</b>
Boulevard's Replacement Communication Work	The subcontractor(s) engaged by Boulevard to complete this segment
The Water Service Establishment Work	Southern California Water Company <sup>2</sup>
Plant the Landscaping and Install the Irrigation System on the Slopes	David Evans & Associates
Install the Slope Drainage Improvements, including the water lines and related equipment	The subcontractor(s) engaged by Boulevard to complete this segment and the Keith Companies
Complete Grading/Slope Trimming	The Keith Companies
Landscape Maintenance Work	David Evans and Associates

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<sup>2</sup> Southern California Water Company may not give a certificate of completion. In such event, the Water Service Establishment Work shall be deemed completed upon provision by Southern California Water Company of water to the County's Property.



**EXHIBIT J**

**PAYMENT SCHEDULE**

The following is the maximum portion of the Work Deposit to be distributed upon completion of the designated segments of Boulevard's Work in compliance with the Agreement to which this Exhibit is attached:

SEGMENT OF BOULEVARD'S WORK	MAXIMUM AMOUNT OF WORK DEPOSIT TO BE DISTRIBUTED
Boulevard's Communication Work	Twelve Thousand Five Hundred Fifty Dollars (\$12,550)
The Water Service Establishment Work	Two Thousand Five Hundred Dollars (\$2,500)
Plant the Landscaping and Install the Irrigation System on the Slopes	Thirty One Thousand Six Hundred Sixty Eight Dollars (\$31,668)
Install the electrical equipment for the Irrigation System	Nine Hundred Seventy Five (\$975)
Landscape Maintenance Work	Three Hundred Twelve and 50/100 Dollars (\$312.50) each month, provided that the total disbursement does not exceed Seven Thousand Five Hundred Dollars (\$7,500)
Install all Slope Drainage Improvements and related equipment	Five Thousand Six Hundred Dollars (\$5,600)
Complete Grading/Slope Trimming	Eleven Thousand Two Hundred Dollars (\$11,200)
Inspection of Grading/Slope Trimming	One Thousand Dollars (\$1,000)
Inspection of Landscape Maintenance Work	Five Hundred Dollars (\$500)
TOTAL WORK DEPOSIT:	Seventy Three Thousand Four Hundred Ninety Three Dollars (\$73,493)



## EXHIBIT K

### COUNTY SECURITY GUIDELINES

In addition to the terms applicable to Boulevard's Work set forth in the Agreement to which this Exhibit is attached, Boulevard shall perform Boulevard's Work in compliance with the following guidelines:

1. Boulevard shall notify Mr. Carlos Brea and Mr. Ray Young, of County's Internal Services Department, in writing at least one business day prior to entering on the portion of the County's Property located within the existing fenced area (the "Fenced Area") to perform any of Boulevard's Work, unless Boulevard is accompanied by a representative of the County (in which case no notice shall be required). No notice need be made to enter the Slopes or any other portion of the County's Property outside of the Fenced Area.
2. Boulevard shall take reasonable precautions while working within the Fenced Area to prevent unauthorized persons from entering the Fenced Area, including keeping the gate between the County's Property and the Lot 31 Easement Area closed except as necessary or appropriate to complete Boulevard's Work (it being understood that such gate may be left open during the day as Boulevard performs the Slope Improvements).
3. Boulevard shall contact Underground Services Alert prior to any excavation of soil within the Fenced Area to verify the existence and location of any underground utilities (it being understood that there are no underground utilities located within the Slopes).
4. Upon completion of each segment of Boulevard's Work, Boulevard shall remove all rubbish and debris from the County's Property deposited by Boulevard and/or its contractors and employees and leave the work site in a neat condition. All non-construction related rubbish and debris deposited by Boulevard and/or its contractors and employees shall be removed from the County's Property at the end of each day when work is in progress.
5. Boulevard shall not display any advertising signs on the County's Property, except for signs identifying Boulevard and/or any other subcontractor performing Boulevard's Work.

## COUNTY SECURITY GUIDELINES (CONTINUED)

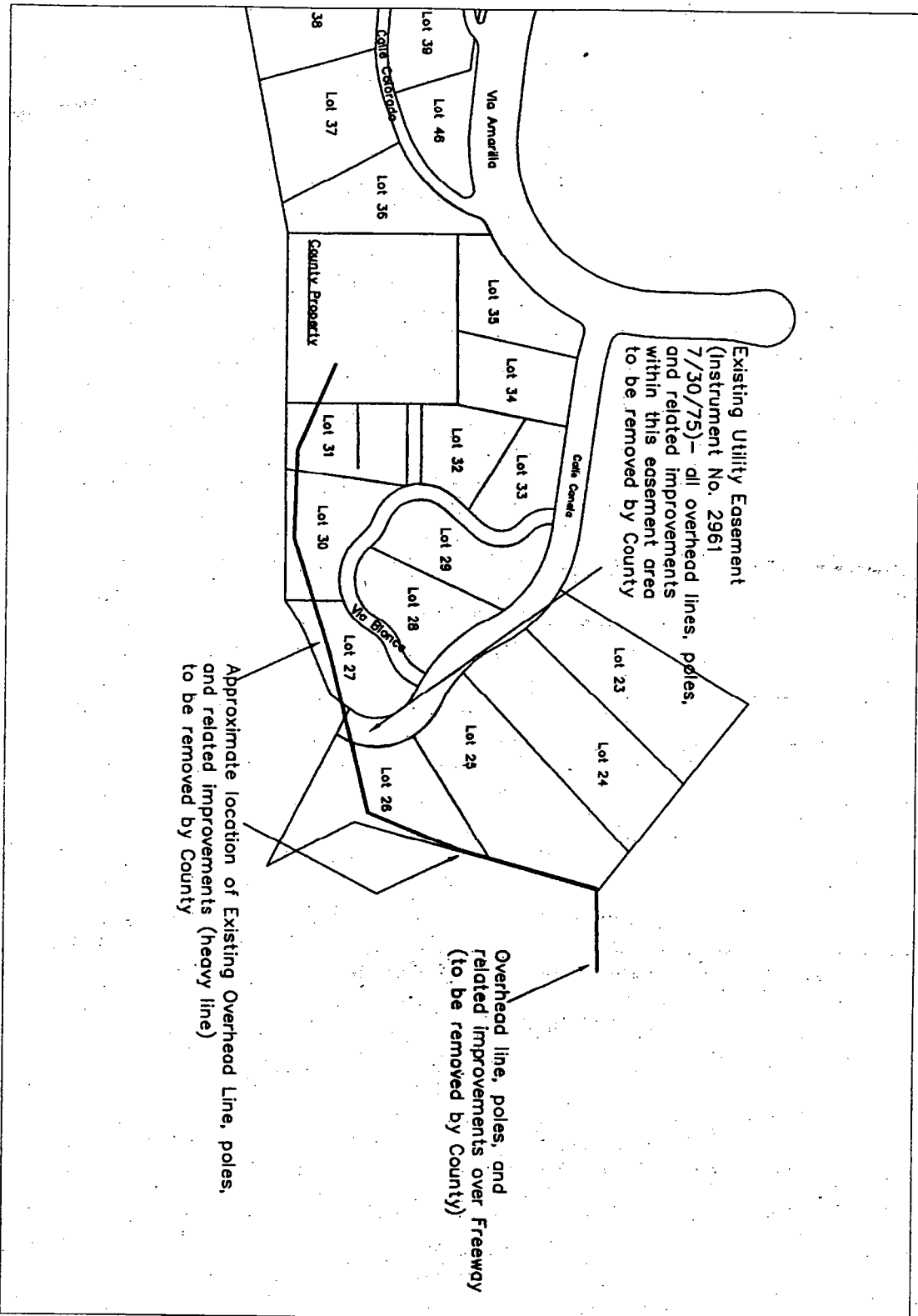
6. Boulevard shall comply with the requirements of Chapter 2.160 of the Los Angeles County Code to the extent applicable to Boulevard and Boulevard's Work.
7. During the performance of Boulevard's Work, Boulevard shall not obstruct ingress and egress through the Lot 31 Easement Area to the buildings on the County's Property with its construction vehicles and equipment except as permitted by this paragraph. Boulevard may: (i) obstruct such ingress and egress in cases of emergency; (ii) partially obstruct such ingress and egress as long as sufficient space is available so that a vehicle can use the Lot 31 Easement Area to access the Fenced Area; and (iii) obstruct such ingress and egress if vehicular access to the Fenced Area can be restored within ten (10) minutes or less if anyone requests to enter the County's Property. Boulevard shall notify Mr. Carlos Brea and Mr. Ray Young at least one day in advance before Boulevard permits any other obstruction of access to the County's Property. In the event of any full or partial obstruction of such ingress and egress, the duration shall be kept as short as possible and practical and Boulevard shall provide an on-site representative to facilitate and restore passage when required by the County for its operations.



**EXHIBIT L**

**LOCATION OF THE UTILITY IMPROVEMENTS TO BE REMOVED**





**Exhibit L**  
**Location of the Utility Improvements**  
**to be Removed**



## EXHIBIT M

### INSURANCE REQUIREMENTS

Any party performing the County's Work or Boulevard's Work (the "Performing Party") shall cause all of the Performing Party's contractors and consultants performing any work by or on behalf of the Performing Party in connection with this Agreement (collectively, "the Performing Party's Contractors") to procure and keep in effect, at their sole cost and expense, during the "Coverage Period" (as defined in Paragraph 5) insurance in accordance with the following provisions:

1. Liability Insurance. Commercial General Liability Insurance which shall: (i) be written on an ISO policy form CG00 01 or its equivalent; (ii) have limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) policy aggregate and Two Million Dollars (\$2,000,000) products/completed operations aggregate; and (iii) be subject to a deductible no greater than Twenty Thousand Dollars (\$20,000) per occurrence or loss.

2. Additional Insureds. The following shall be named as additional insureds under any commercial general liability policy: (i) Bryant and the County (if Boulevard is the Performing Party); and (ii) Bryant and Bel Vintage (if the County is the Performing Party). Additionally, such additional insured endorsement shall be modified to provide that coverage of the additional insureds shall be primary and non-contributory and that any other insurance maintained by or for any additional insured shall be excess insurance only. The additional insured endorsement must be on ISO Form CG2010 11/85 or ISO Form CG2010 3/97 or its equivalent subject to the approval by the additional insureds who are not the Performing Party, which approval shall not be unreasonably, withheld, conditioned or delayed.

3. Worker's Compensation Insurance. Workers' Compensation insurance in accordance with California law, and employer's liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per employee and per accident or disease.

4. Automobile Insurance. Automobile insurance written on ISO Form CA 00 01 or its equivalent with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident and shall include coverage for all "owned", "hired" and "non-owned" automobiles or coverage for "any auto".

5. Coverage Period. All required insurance shall be obtained before the earlier of the date the insuring party (i) enters any portion of the County's Property, Bryant's Property or Bel Vintage's Property, as applicable, or (ii) commences any work under its subcontract and shall be kept in effect until the completion of all of the work to be done by the insuring party under its subcontract (it being understood that such work shall not be deemed completed until the completion evidence required under Paragraphs 5.4 and 6.4 of the Agreement for such work has been provided to the appropriate parties). Such period shall be referred to as the "Coverage Period."

6. Additional Provisions. All coverages described in this Exhibit "M" shall be endorsed to provide (i) Bryant and the County (if Boulevard is the Performing Party); and (ii) Bryant and Bel Vintage (if the County is the Performing Party) with thirty (30) days' prior written notice to cancellation or change in terms. Further, none of such insurance limits shall be self-reducing for costs of defense. All insurance policies required to be carried under this Exhibit "M" shall be written by insurance companies, and be in a form and content, approved by (i) Bryant and the County (if Boulevard is the Performing Party); and (ii) Bryant and Bel Vintage (if the County is the Performing Party), which approval shall not be unreasonably withheld, conditioned or delayed. However, the parties agree that the County may, at its sole option, may substitute a program of self-insurance, in whole or in part, to meet the requirements of this Exhibit "M" (provided that such self-insurance program provides the same or better coverage to the other parties as required by this Exhibit "M").

7. Certificates of Insurance. Prior to the commencement of the Coverage Period and prior to each policy's renewal date, the Performing Party shall deliver to (i) Bryant and the County (if Boulevard is the Performing Party); and (ii) Bryant and Bel Vintage (if the County is the Performing Party) Certificates of Insurance for all of the Performing Party's Contractor's evidencing that Bryant, Bel Vintage and Boulevard and the County, as applicable, have been properly named as additional insureds (including a copy of the additional insured endorsement) and that the insuring party's insurance coverage and limits are in effect and in compliance with this Exhibit "M".

8. No Limitation or Liability. The limits of insurance required by the Agreement shall not limit the liability of the Performing Party nor relieve the Performing Party of any obligation under this Agreement.

9. Survival. The obligations of the Performing Party under this Exhibit "M" shall survive any expiration or termination of the Agreement to which this Exhibit "M" is attached.



**EXHIBIT N-1**

**MEMORANDUM OF COUNTY LICENCES**

**WHEN RECORDED MAIL TO:**

BRYANT FINANCIAL CORPORATION )

535 Anton Boulevard, Suite 700 )

Costa Mesa, California 92626 )

Attn: Ms. Dottie Jensen )

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF COUNTY LICENSES**

THIS MEMORANDUM OF COUNTY LICENSES (this "Memorandum") is made and entered into as of November 30, 2004, by and among the COUNTY OF LOS ANGELES, a body corporate and politic (the "County"), BRYANT FINANCIAL CORPORATION, a California corporation ("Bryant"), BEL VINTAGE, LLC, a California limited liability company ("Bel Vintage") and BOULEVARD DEVELOPMENT, INC., a California corporation ("Boulevard").

**RECITALS**

A. The County, Bryant, Bel Vintage and Boulevard are parties to that certain Agreement and Escrow Instructions dated as of November 30, 2004 (the "Agreement"), pursuant to which, among other things, the County and Boulevard agreed to perform certain work for the benefit of certain property owned by the County, Bryant and Bel Vintage, all as more particularly provided in the Agreement.

B. In order to complete such work, the County, Bryant and Bel Vintage have each granted certain temporary non-exclusive access right to enter portions of the County's Property, Bel Vintage's Property and Bryant's Property, as applicable, to complete the work contemplated by the Agreement.

C. The County, Bryant, Bel Vintage and Boulevard desire to enter into and record this Memorandum for the limited purpose of notifying third parties, including any successor owners of the County's Property, of the existence of the access rights granted by the County in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, Bryant, Bel Vintage and Boulevard hereby agree as follows:

1. County License For Boulevard's Work. Paragraph 5.9.1 of the Agreement

provides as follows:

**“5.9.1 License Granted by the County.**

5.9.1.1 The County hereby grants Boulevard and Bryant (if Bryant exercises Bryant’s Self-Help Right) a temporary non-exclusive license to enter and use the portions of the County’s Property designated on **Exhibit “I”** of the Memorandum of County Licenses and the Lot 31 Easement Area as necessary or appropriate to complete Boulevard’s Work on the terms and conditions set forth in this Agreement (the “County License”). The entering party shall: (i) conduct any entry on the County’s Property and the Lot 31 Easement Area in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on the County’s Property and Lot 31; (ii) enter and/or use the County’s Property and the Lot 31 Easement Area only for the purposes set forth in the County License; (iii) follow the security and work guidelines applicable to such entry onto the County’s Property and the completion of any of Boulevard’s Work on the County’s Property set forth in **Exhibit “K”** attached to this Agreement (the “County Security Guidelines”); and (iv) enter and/or use the Lot 31 Easement Area only as permitted by the Lot 31 Easement. The County retains the right to use, and permit third parties to use, the County’s Property. Bryant, as the owner of Lot 31, consents to the inclusion in the County License of the right to enter and/or use the Lot 31 Easement Area as necessary or appropriate to complete Boulevard’s Work.

5.9.1.2 The term of the County License (and the right to enter and/or use the County’s Property and the Lot 31 Easement Area as permitted by the County License) to complete Boulevard’s Work shall commence on the Closing Date and shall terminate on the earlier of: (a) the completion of Boulevard’s Work; (b) subject to Paragraph 14.13.2, at the County’s election, the end of the Landscape Maintenance Period if Boulevard’s Work has not been completed by such date; or (iii) subject to Paragraph 14.13.2, at the County’s election, July 1, 2007.”

The County License Area For Boulevard’s Work encumbers the portion of that certain real property in the City of San Dimas, County of Los Angeles, State of California owned by the County (the “County’s Property”) described on **Exhibit “I”** attached to this Memorandum and the portion of Lot 31 of Tract No. 39492 shown on that certain Map for Tract No. 39492 filed on December 18, 1991 in Book 998 at Pages 34 through 40 of Maps of Los Angeles County shown on such map as being encumbered by an easement in favor of the County for access and utility purposes (the “Lot 31 Easement Area”).

2. County License For County Work. Paragraph 6.8.3 of the Agreement provides as follows:

**“6.8.3 License Granted By the County.**

6.8.3.1 The County hereby grants Bel Vintage and Bryant (if Bel Vintage and/or Bryant exercise the Bryant/ Bel Vintage Self-Help Right) a temporary non-exclusive license to enter and use the portion of the County's Property designated on Exhibit “2” of the Memorandum of County Licenses and Lot 31 Easement Area as necessary or appropriate to complete the County's Work (the “County License Area For County Work”) on the terms and conditions set forth in this Agreement (the “County License For County Work”). The entering party shall: (i) conduct any entry on the County License Area For County Work in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on the County's Property and Lot 31; (ii) enter and/or use the County License Area For County Work and the Lot 31 Easement Area only for the purposes set forth in the County License For County Work; (iii) follow the County Security Guidelines and (iv) enter and/or use the Lot 31 Easement Area only as permitted by the Lot 31 Easement. The County retains the right to use, and permit third parties to use, the County's Property. Bryant, as the owner of Lot 31, consents to the inclusion in the County License of the right to enter and/or use the Lot 31 Easement Area as necessary or appropriate to complete the County's Work.

6.8.3.2 The term of the County Removal Work License (and the right to enter and/or use the County Removal Work License Area as permitted by the County License) to complete the County Removal Work shall commence on the date Bryant and/or Bel Vintage and Boulevard exercises the Bryant/Bel Vintage Self-Help Right and shall terminate on the completion of the County Removal Work in accordance with this Agreement.”

The County License Area For Boulevard's Work encumbers the portion of the County's Property described on Exhibit “2” attached to this Memorandum and the Lot 31 Easement Area.

3. Licenses. The access rights described in Paragraphs 5.9.1 and 6.8.3 of the Agreement shall each constitute a temporary non-exclusive license in favor of Boulevard, Bel Vintage and Bryant, as applicable, and shall bind the County and all successors in interest to all or any portion of the County's Property for the benefit of Bel Vintage, Boulevard and Bryant, as applicable.



4. Interpretation. The purpose of this Memorandum is to give notice of the existence of the County License for Boulevard's Work and the County License for County Work and the need for all interested parties to inquire further about the terms and conditions of these licenses. Except as otherwise defined herein, the terms used in this Memorandum shall have the same meaning as set forth for those terms in the Agreement. If there is any inconsistency between any provisions of this Memorandum and any provisions of the Agreement, the provisions of the Agreement shall govern and control.

5. Successors and Assigns. This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the restrictions on assignment set forth in the Agreement.

6. Cancellation of Memorandum. Upon the earlier to occur of (i) the termination of both the County License For Boulevard's Work and the County License For County Work in accordance with the Agreement or (ii) July 1, 2007, the County, Bryant, Bel Vintage and Boulevard hereby authorize and direct any and all issuers of title insurance with respect to the County's Property not to indicate this Memorandum or the Agreement as matters affecting the condition of title to the County's Property and/or the Lot 31 Easement Area. The County, Bryant, Bel Vintage and Boulevard shall each cooperate, and give such notices and instruction as reasonably necessary, to cause the cancellation of this Memorandum as and when contemplated by this Paragraph 6.

7. Incorporation. The recitals set forth at the beginning of this Memorandum, and all exhibits attached to and referred to this Memorandum, are incorporated into and made a part of this Memorandum.

8. Authority. Each party to this Memorandum and each person signing this Memorandum on behalf of each party represents and warrants that such person has the proper authority to bind the party on whose behalf he or she signs this Memorandum.

9. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County, Bryant, Bel Vintage and Boulevard have executed this Memorandum of as of the date first set forth above.

**"Bryant"**

BRYANT FINANCIAL CORPORATION,  
a California corporation

By: \_\_\_\_\_  
Name: Dottie Jensen  
Its: President

**"Bel Vintage"**

BEL VINTAGE, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Kaz Katayama  
Its: Managing Member

**The "County"**

THE COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of  
Supervisors

**"Boulevard"**

BOULEVARD DEVELOPMENT, INC.  
a California corporation

By: \_\_\_\_\_  
Kaz Katayama  
Its: President

STATE OF CALIFORNIA           )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Governmental Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman and Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy



STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_ before me, \_\_\_\_\_

\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

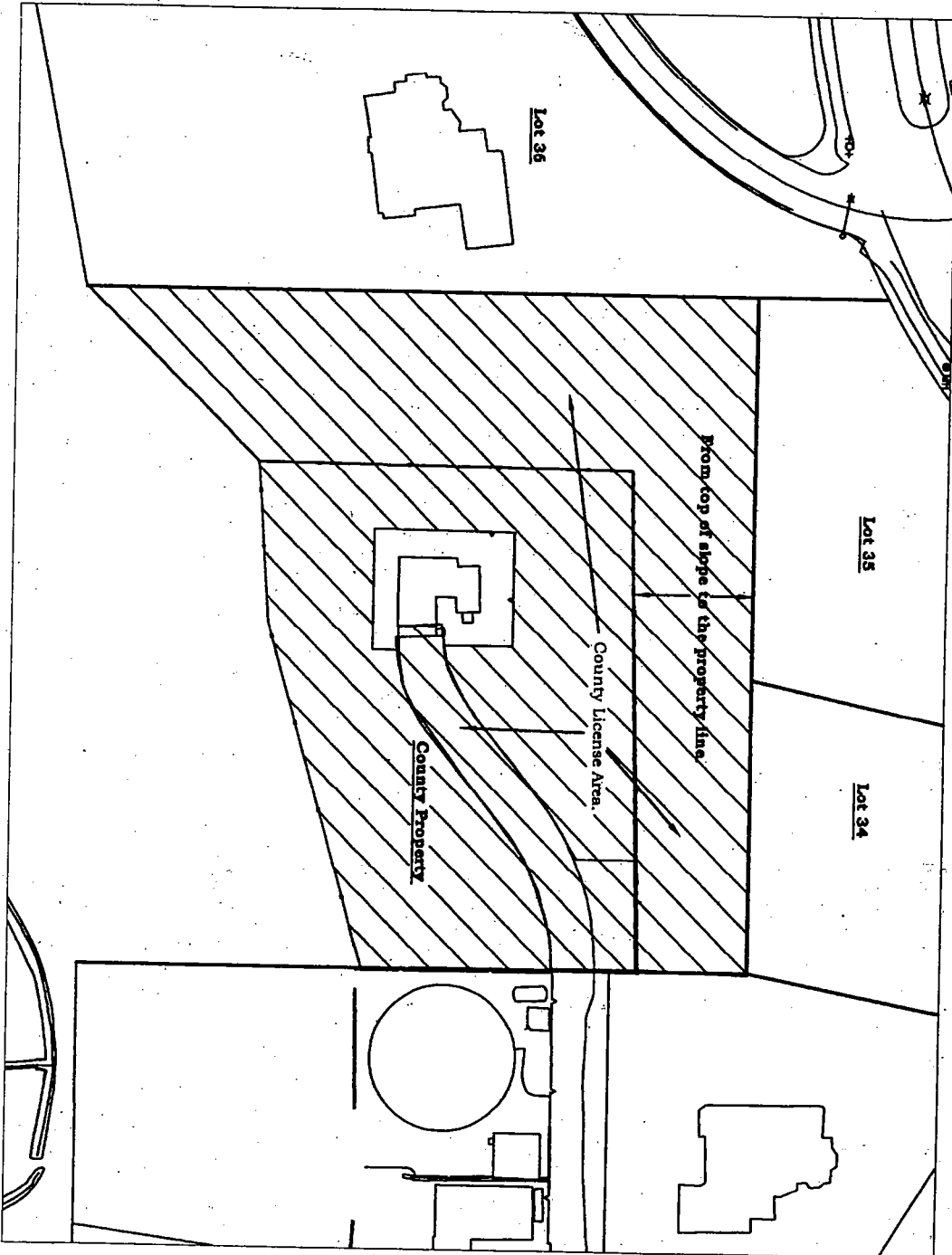
**EXHIBIT "1"**

**DESCRIPTION OF COUNTY LICENSE AREA FOR BOULEVARD'S WORK**

That certain portion of the following described real property located in the City of San Dimas, County of Los Angeles, State of California shown on the page attached to this description:

That portion of Rancho San Jose finally confirmed to Dalton, Palomares and Vejar, as per map recorded in Book 2, pages 292 and 293, of Patents, Records of said county, described as Parcel 1 in that certain decree had in Case No. 65799 of the Superior Court of the State of California, in and for said county, a certified copy of said decree being recorded in Book 4215, page 78 of Official Records, in the office of the County Recorder of said county, being a portion of the land shown and designated as Parcel "A" on a map entitled "Map showing property owned by Louis Phillips Estate in the Rancho San Jose, Los Angeles County and State of California" and attached to and recorded with that certain deed to Josie I. Phillips which was recorded on May 12, 1920 in Book 7493, page 37 of Deeds, Records of said county, described as follows:

Commencing at the Southerly terminus of that course described as S 15° 02' 13" W, 450.27 feet in Parcel 1 (C2793) of that Agreement recorded October 7, 1974 in Book D6436, page 441 of said Official Records; thence along last said course N 15° 02' 13" E, 27.12 feet; thence S 84° 43' 41" W, 26.66 feet; thence S 89° 14' 26" W, 717.73 feet; thence S 0° 02' 48" E, 139.94 feet to the TRUE POINT OF BEGINNING of this description; thence S 89° 57' 12" W, 300.00 feet; thence N 0° 02' 48" W, 300.00 feet; thence N 89° 57' 12" E, 300.00 feet to the Northerly prolongation of said course hereinabove described as S 0° 02' 48" E, 139.94 feet; thence along last said prolongation and last said course S 0° 02' 48" E, 300.00 feet to the TRUE POINT OF BEGINNING.



**Exhibit 1 to N-1**  
**Description of County License Area for Boulevard's Work**

**EXHIBIT "2"**

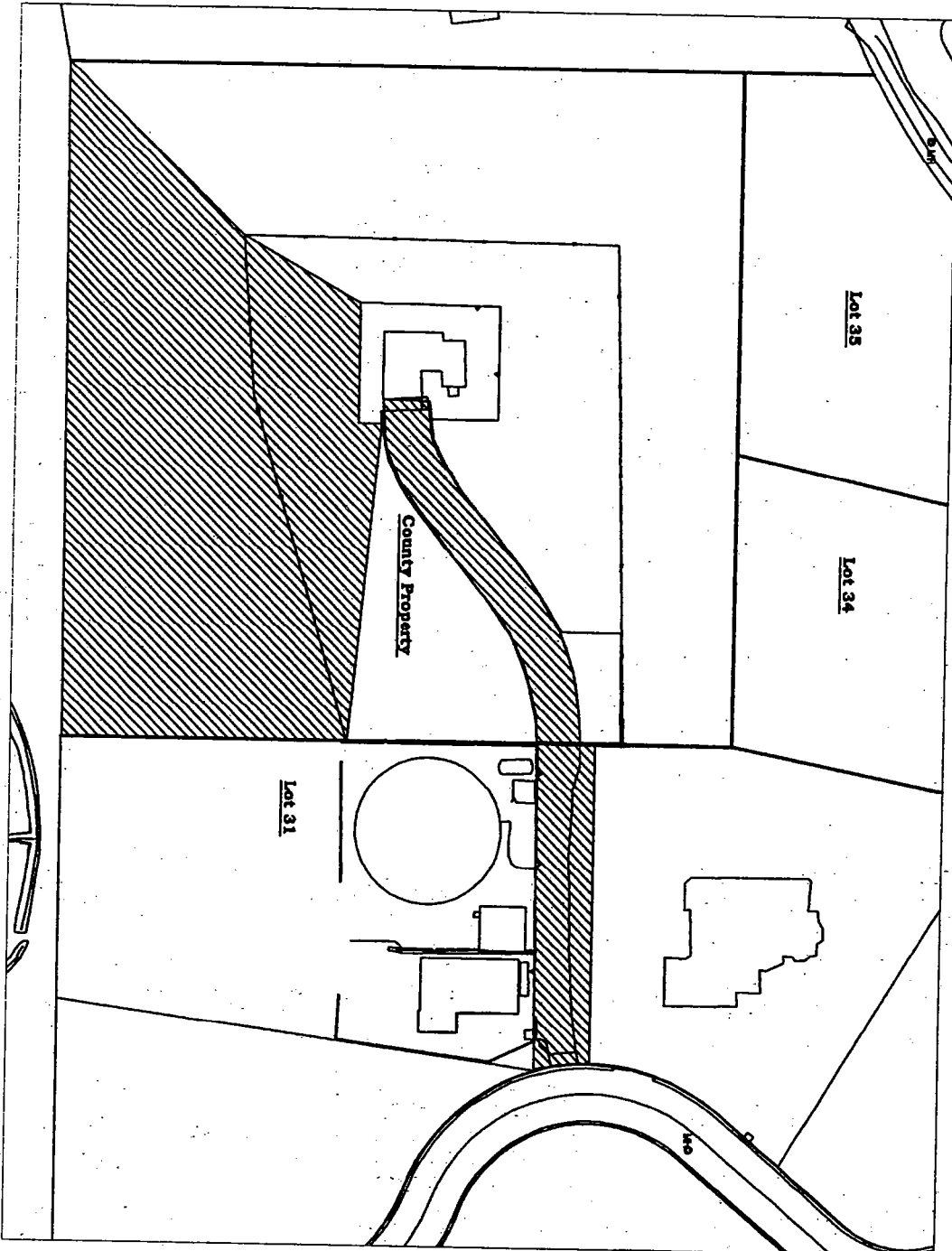
**DESCRIPTION OF COUNTY LICENSE AREA FOR COUNTY WORK**

That certain portion of the following described real property located in the City of San Dimas, County of Los Angeles, State of California shown on the page attached to this description:

That portion of Rancho San Jose finally confirmed to Dalton, Palomares and Vejar, as per map recorded in Book 2, pages 292 and 293, of Patents, Records of said county, described as Parcel 1 in that certain decree had in Case No. 65799 of the Superior Court of the State of California, in and for said county, a certified copy of said decree being recorded in Book 4215, page 78 of Official Records, in the office of the County Recorder of said county, being a portion of the land shown and designated as Parcel "A" on a map entitled "Map showing property owned by Louis Phillips Estate in the Rancho San Jose, Los Angeles County and State of California" and attached to and recorded with that certain deed to Josie I. Phillips which was recorded on May 12, 1920 in Book 7493, page 37 of Deeds, Records of said county, described as follows:

Commencing at the Southerly terminus of that course described as S 15° 02' 13" W, 450.27 feet in Parcel 1 (C2793) of that Agreement recorded October 7, 1974 in Book D6436, page 441 of said Official Records; thence along last said course N 15° 02' 13" E, 27.12 feet; thence S 84° 43' 41" W, 26.66 feet; thence S 89° 14' 26" W, 717.73 feet; thence S 0° 02' 48" E, 139.94 feet to the TRUE POINT OF BEGINNING of this description; thence S 89° 57' 12" W, 300.00 feet; thence N 0° 02' 48" W, 300.00 feet; thence N 89° 57' 12" E, 300.00 feet to the Northerly prolongation of said course hereinabove described as S 0° 02' 48" E, 139.94 feet; thence along last said prolongation and last said course S 0° 02' 48" E, 300.00 feet to the TRUE POINT OF BEGINNING.





**Exhibit 2 to N-1**  
**Description of County License Area for County Work**



**EXHIBIT N-2**

**MEMORANDUM OF BRYANT LICENCES**

**WHEN RECORDED MAIL TO:** )  
BRYANT FINANCIAL CORPORATION )  
535 Anton Boulevard, Suite 700 )  
Costa Mesa, California 92626 )  
Attn: Ms. Dottie Jensen )  
)

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF BRYANT LICENSES**

THIS MEMORANDUM OF BRYANT LICENSES (this "Memorandum") is made and entered into as of November 30, 2004, by and among the COUNTY OF LOS ANGELES, a body corporate and politic (the "County"), BRYANT FINANCIAL CORPORATION, a California corporation ("Bryant"), BEL VINTAGE, LLC, a California limited liability company ("Bel Vintage") and BOULEVARD DEVELOPMENT, INC., a California corporation ("Boulevard").

**RECITALS**

A. The County, Bryant, Bel Vintage and Boulevard are parties to that certain Agreement and Escrow Instructions dated as of November 30, 2004 (the "Agreement"), pursuant to which, among other things, the County and Boulevard agreed to perform certain work for the benefit of certain property owned by the County, Bryant and Bel Vintage, all as more particularly provided in the Agreement.

B. In order to complete such work, the County, Bryant and Bel Vintage have each granted certain temporary non-exclusive access right to enter portions of the County's Property, Bel Vintage's Property and Bryant's Property, as applicable, to complete the work contemplated by the Agreement.

C. The County, Bryant, Bel Vintage and Boulevard desire to enter into and record this Memorandum for the limited purpose of notifying third parties, including any successor owners of Bryant's property, of the existence of the access rights granted by Bryant in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, Bryant, Bel Vintage and Boulevard hereby agree as follows:

1. **Bryant License For Boulevard's Work.** Paragraph 5.9.2 of the Agreement

provides as follows:

**"5.9.2 License Granted By Bryant.**

5.9.2.1 Bryant hereby grants Boulevard and the County (if the County exercises the County's Self-Help Right) a temporary non-exclusive license to enter and use the portions of Bryant's Property located within Lot 35 of Tract No. 39492 designated in Exhibit "1" of the Memorandum of Bryant Licenses as necessary or appropriate to complete the Slope Improvements (the "Bryant License Area For Boulevard's Work") on the terms and conditions set forth in this Agreement (the "Bryant License For Boulevard's Work"). The entering party shall conduct any entry on the Bryant License Area For Boulevard's Work in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on Bryant's Property and shall enter and/or use the Bryant License Area For Boulevard's Work only for the purposes set forth in the Bryant License For Boulevard's Work. Bryant retains the right to use, and permit third parties to use, Bryant's Property, including the Bryant License Area For Boulevard's Work.

5.9.2.2 The term of the Bryant License For Boulevard's Work and the right to enter and/or use the Bryant License Area For Boulevard's Work to complete the Slope Improvements shall commence on the Closing Date and shall terminate on the earlier of: (i) the completion of the Slope Improvements; (ii) subject to Paragraph 14.13.2, at Bryant's election, upon the Target Slope Improvements Completion Date if the Slope Improvements have not been completed by such date; or (iii) subject to Paragraph 14.13.2, at Bryant's election, July 1, 2005."

The Bryant License Area For Boulevard's Work encumbers the portion of that certain real property in the City of San Dimas, County of Los Angeles, State of California owned by Bryant and described on Exhibit "1" attached to this Memorandum.

2. **Bryant License for the County Removal Work.** Paragraph 6.8.1 of the Agreement provides as follows:

**"6.8.1 License Granted By Bryant.**

6.8.1.1 Bryant hereby grants the County a temporary non-exclusive license to enter and use such portions of Bryant's Property within the portions of Lots 25, 26, 30 and 31 of Tract No. 39492 designated in Exhibit "2" of the Memorandum of Bryant Licenses as necessary or appropriate to complete the County Removal Work

(the "Bryant License Area For County Work") on the terms and conditions set forth in this Agreement (the "Bryant License For County Work"). The County shall conduct any entry on the Bryant License Area For County Work in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on Bryant's Property and shall enter and/or use the Bryant License Area For County Work only for the purposes set forth in the Bryant License. Bryant retains the right to use, and permit third parties to use, Bryant's Property, including the Bryant License Area For County Work.

6.8.1.2 The term of the Bryant License For County Work (and the right to enter and/or use the Bryant License Area For County Work as permitted by the Bryant License For County Work) shall commence on the County Work Commencement Date and shall terminate on the earlier of: (a) the completion of the County Removal Work in accordance with this Agreement; (b) at Bryant's election, the Target County Removal Work Completion Date if the County Removal Work has not been completed by such date; or (c) at Bryant's election, July 1, 2005."

The Bryant License Area For County Work encumbers the portion of that certain real property in the City of San Dimas, County of Los Angeles, State of California owned by Bryant and described on Exhibit "2" attached to this Memorandum.

3. License. The access rights described in Paragraph 5.9.2 of the Agreement shall constitute a temporary non-exclusive license in favor of Boulevard, Bel Vintage and the County, as applicable, and shall bind Bryant and all successors in interest to all or any portion of Bryant License Area For Boulevard's Work for the benefit of Bel Vintage, Boulevard and the County, as applicable. The access rights described in Paragraph 6.8.1 of the Agreement shall constitute a temporary non-exclusive license in favor of Boulevard, Bel Vintage and the County, as applicable, and shall bind Bryant and all successors in interest to all or any portion of Bryant License Area For County Work the benefit of Bel Vintage, Boulevard and the County, as applicable.

4. Interpretation. The purpose of this Memorandum is to give notice of the existence of the Bryant License For Boulevard's Work and the Bryant License For County Work and the need for all interested parties to inquire further about the terms and conditions of these licenses. Except as otherwise defined herein, the terms used in this Memorandum shall have the same meaning as set forth for those terms in the Agreement. If there is any inconsistency between any provisions of this Memorandum and any provisions of the Agreement, the provisions of the Agreement shall govern and control.

5. Successors and Assigns. This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the restrictions on assignment set forth in the Agreement.

6. Cancellation of Memorandum. Upon the earlier to occur of (i) the termination of the Bryant License For Boulevard's Work; or (ii) July 1, 2005, the County, Bryant, Bel Vintage and Boulevard hereby authorize and direct any and all issuers of title insurance with respect to the property described on Exhibit "1" attached to this Memorandum not to indicate this Memorandum or the Agreement as matters affecting the condition of title to such property. Upon the earlier to occur of (i) the termination of the Bryant License For County Work or (ii) July 1, 2005, the County, Bryant, Bel Vintage and Boulevard hereby authorize and direct any and all issuers of title insurance with respect to the property described on Exhibit "2" attached to this Memorandum not to indicate this Memorandum or the Agreement as matters affecting the condition of title to such property. The County, Bryant, Bel Vintage and Boulevard shall each cooperate, and give such notices and instruction as reasonably necessary, to cause the cancellation of this Memorandum as and when contemplated by this Paragraph 6.

7. Incorporation. The recitals set forth at the beginning of this Memorandum, and all exhibits attached to and referred to this Memorandum, are incorporated into and made a part of this Memorandum.

8. Authority. Each party to this Memorandum and each person signing this Memorandum on behalf of each party represents and warrants that such person has the proper authority to bind the party on whose behalf he or she signs this Memorandum.

9. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County, Bryant, Bel Vintage and Boulevard have executed this Memorandum of as of the date first set forth above.

**"Bryant"**

BRYANT FINANCIAL CORPORATION,  
a California corporation

By: \_\_\_\_\_  
Name: Dottie Jensen  
Its: President

**"Bel Vintage"**

BEL VINTAGE, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Kaz Katayama  
Its: Managing Member

**The "County"**

THE COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

**"Boulevard"**

BOULEVARD DEVELOPMENT, INC.  
a California corporation

By: \_\_\_\_\_  
Kaz Katayama  
Its: President

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF LOS ANGELES            )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Governmental Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman and Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

PLAT

30'

30'

35'

County Property

Lot 34

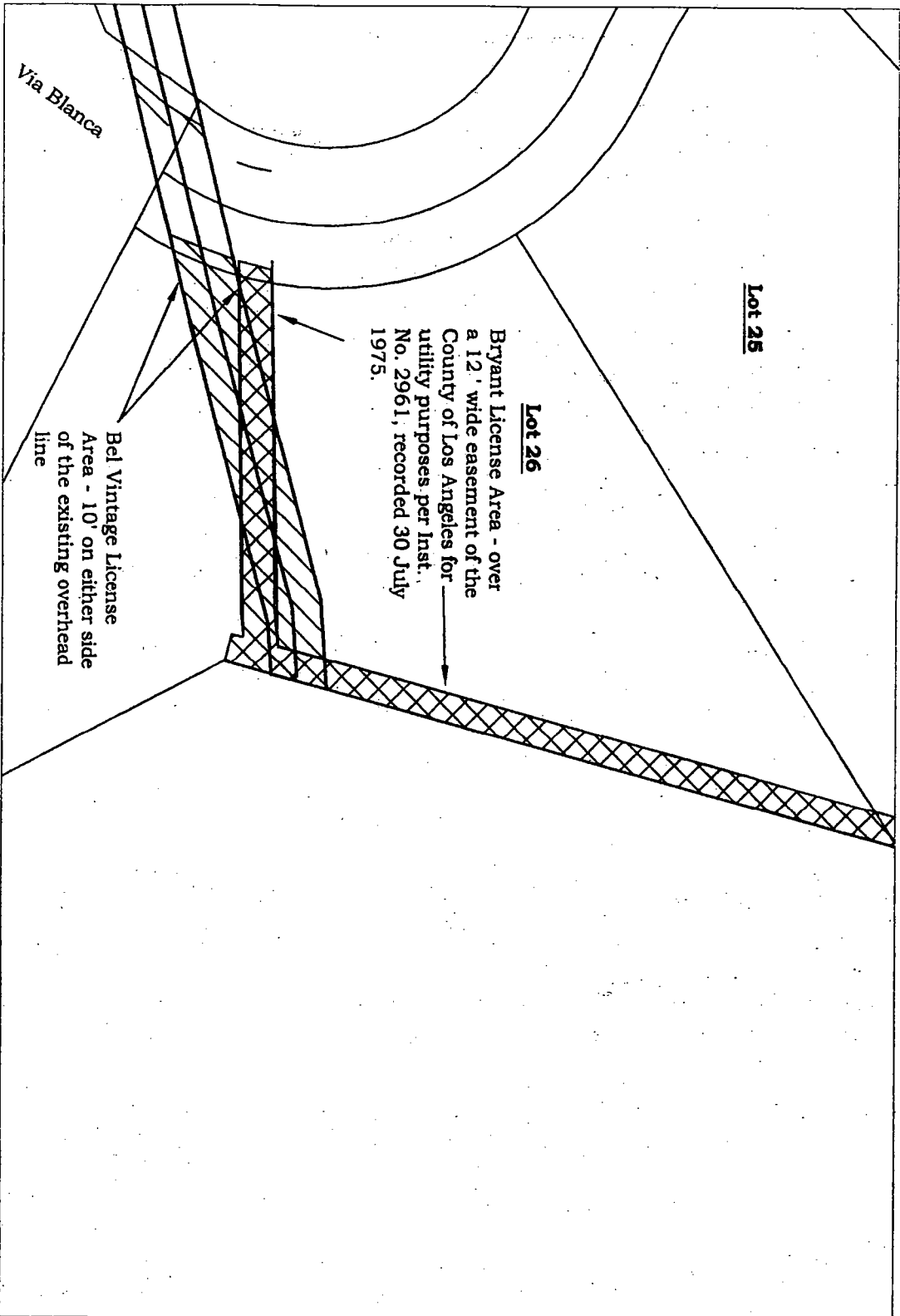
Lot 35

Bryant/Boulevard Work License Area  
(the southerly 30 feet of Lot 35).

RILLA

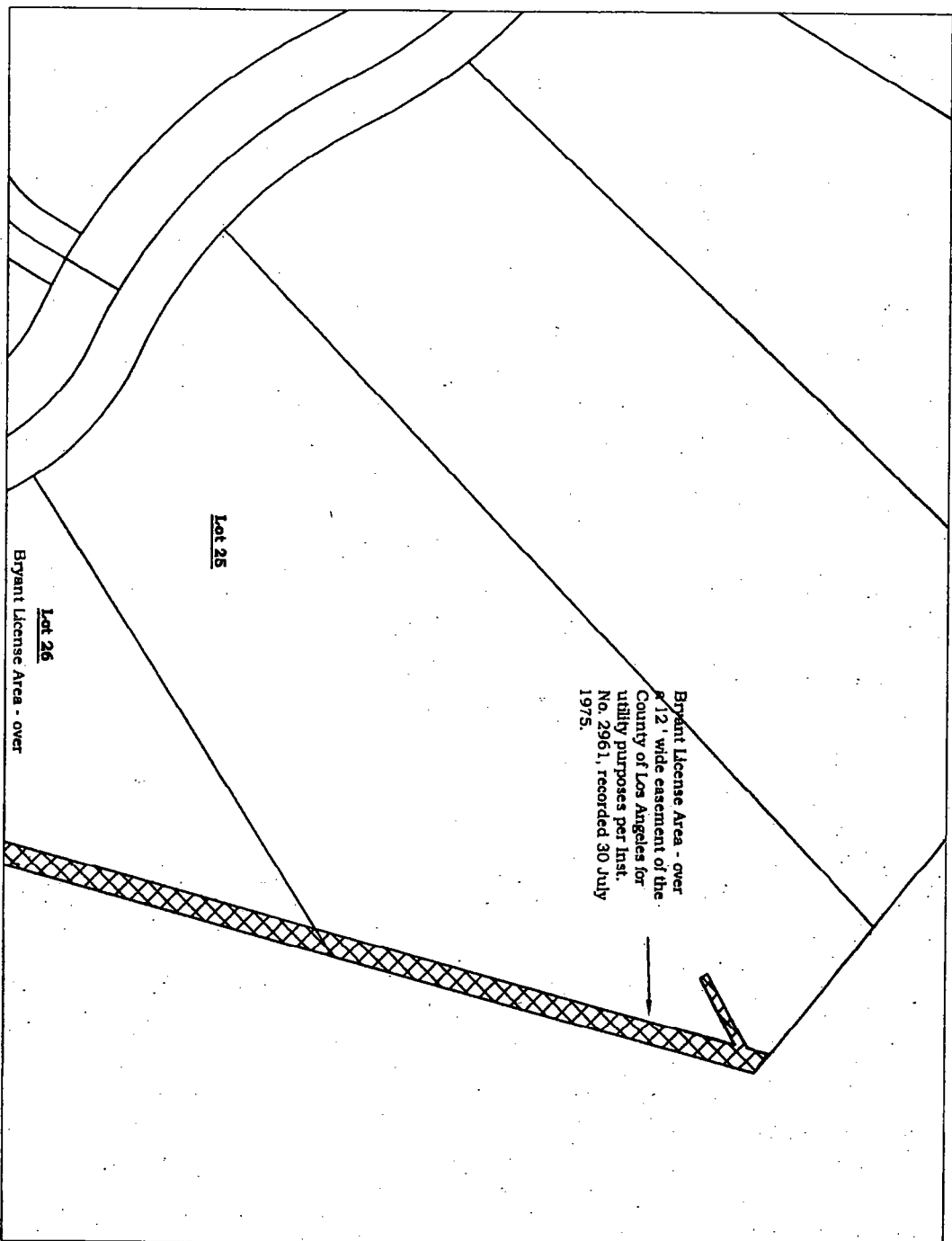
**Exhibit 1 to N-2**  
**Description of Bryant License Area for Boulevard's Work**

The portion of Lot 26, as shown on the diagram below, of Tract 39492, in the City of San Dimas, as per map recorded in Book 998, Pages 34 to 40 inclusive of Maps, in the office of the Recorder of Los Angeles County, shown on this Exhibit 2.



**Exhibit 2 to N-2**  
**Description of Bryant License Area**  
**For County Work**

The portion of Lot 25, shown on the diagram below, of Tract 39492, in the City of San Dimas, as per map recorded in Book 998, Pages 34 to 40 inclusive of Maps, in the office of the Recorder of Los Angeles County, shown on this Exhibit 2.



**Exhibit 2 to N-2**  
**Description of Bryant License Area**  
**For County Work**



**EXHIBIT N-3**

**MEMORANDUM OF BEL VINTAGE LICENCES**

**WHEN RECORDED MAIL TO:**

BRYANT FINANCIAL CORPORATION )

535 Anton Boulevard, Suite 700 )

Costa Mesa, California 92626 )

Attn: Ms. Dottie Jensen )

)

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF BEL VINTAGE LICENSES**

THIS MEMORANDUM OF BEL VINTAGE LICENSES (this "Memorandum") is made and entered into as of November 30, 2004, by and among the COUNTY OF LOS ANGELES, a body corporate and politic (the "County"), BRYANT FINANCIAL CORPORATION, a California corporation ("Bryant"), BEL VINTAGE, LLC, a California limited liability company ("Bel Vintage") and BOULEVARD DEVELOPMENT, INC., a California corporation ("Boulevard").

**RECITALS**

A. The County, Bryant, Bel Vintage and Boulevard are parties to that certain Agreement and Escrow Instructions dated as of November 30, 2004 (the "Agreement"), pursuant to which, among other things, the County and Boulevard agreed to perform certain work for the benefit of certain property owned by the County, Bryant and Bel Vintage, all as more particularly provided in the Agreement.

B. In order to complete such work, the County, Bryant and Bel Vintage have each granted certain temporary non-exclusive access right to enter portions of the County's Property, Bel Vintage's Property and Bryant's Property, as applicable, to complete the work contemplated by the Agreement.

C. The County, Bryant, Bel Vintage and Boulevard desire to enter into and record this Memorandum for the limited purpose of notifying third parties, including any successor owners of Bel Vintage's property, of the existence of the access rights granted by Bel Vintage in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, Bryant, Bel Vintage and Boulevard hereby agree as follows:

1. Bel Vintage License For Boulevard's Work. Paragraph 5.9.3 of the Agreement

provides as follows:

**“5.9.3 License Granted By Bel Vintage.**

5.9.3.1 Bel Vintage hereby grants Boulevard, the County (if the County exercises the County’s Self-Help Right) and Bryant (if Bryant exercises Bryant’s Self-Help Right) a temporary non-exclusive license to enter and use the portions of Bel Vintage’s Property located within Lot 34 of Tract No. 39492 designated in **Exhibit “1”** of the Memorandum of Bel Vintage Licenses as necessary or appropriate to complete the Slope Improvements (the “Bel Vintage License Area For Boulevard’s Work”) on the terms and conditions set forth in this Agreement (the “Bel Vintage License For Boulevard’s Work”). The entering party shall conduct any entry on the Bel Vintage License Area For Boulevard’s Work in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on Bel Vintage’s Property and shall enter and/or use the Bel Vintage License Area For Boulevard’s Work only for the purposes set forth in the Bel Vintage License For Boulevard’s Work. Bel Vintage retain the right to use, and permit third parties to use, Bel Vintage’s Property, including the Bel Vintage License Area For Boulevard’s Work.

5.9.3.2 The term of the Bel Vintage License For Boulevard’s Work (and the right to enter and/or use the Bel Vintage License Area For Boulevard’s Work as permitted by the Bel Vintage License For Boulevard’s Work) shall commence on the Closing Date and shall terminate on the completion of the Slope Improvements.”

The Bel Vintage License Area For Boulevard’s Work encumbers the portion of that certain real property in the City of San Dimas, County of Los Angeles, State of California owned by Bel Vintage described on **Exhibit “1”** attached to this Memorandum.

2. **Bel Vintage License for the County Removal Work.** Paragraph 6.8.2 of the Agreement provides as follows:

**“6.8.2 License Granted By Bel Vintage.**

6.8.2.1 Bel Vintage hereby grants the County and Bryant (if Bryant exercises the Bryant/ Bel Vintage Self-Help Right) a temporary non-exclusive license to enter and use such portions of Bel Vintage’s Currently Owned Property within Lot 27 of Tract No. 39492 designated as **Exhibit “2”** of the memorandum of Bel Vintage Licenses as necessary or appropriate to complete the County Removal Work (the “Bel Vintage License Area For County Work”) on the terms and conditions set forth in this Agreement (the “Bel Vintage License For County Work”). The entering party



shall conduct any entry on the Bel Vintage License Area For County Work in such a manner so as to avoid, to the fullest extent possible, any interference with any activities on Bel Vintage's Currently Owned Property and shall enter and/or use the Bel Vintage License Area For County Work only for the purposes set forth in the Bel Vintage License For County Work. Bel Vintage retains the right to use, and permit third parties to use, Bel Vintage's Currently Owned Property, including the Bel Vintage License Area For County Work.

6.8.2.2 The term of the Bel Vintage License For County Work (and the right to enter and/or use the Bel Vintage License Area For County Work as permitted by the Bel Vintage License For County Work) shall commence on the County Work Commencement Date and shall terminate on the completion of the County Removal Work in accordance with this Agreement."

The Bel Vintage License Area for County Work encumbers the portion of that certain real property in the City of San Dimas, County of Los Angeles, State of California owned by Bel Vintage described on Exhibit "2" attached to this Memorandum.

3. Licenses. The access rights described in Paragraph 5.9.3 of the Agreement shall constitute a temporary non-exclusive license in favor of Boulevard, Bryant and the County, as applicable, and shall bind Bel Vintage and all successors in interest to all or any portion of Bel Vintage License Area For Boulevard's Work for the benefit of Bryant, Boulevard and the County, as applicable. The access rights described in Paragraph 6.8.3 of the Agreement shall constitute a temporary non-exclusive license in favor of Boulevard, Bryant and the County, as applicable, and shall bind Bel Vintage and all successors in interest to all or any portion of Bel Vintage License Area For County Work for the benefit of Bryant, Boulevard and the County, as applicable.

4. Interpretation. The purpose of this Memorandum is to give notice of the existence of the Bel Vintage License For Boulevard's Work and the Bel Vintage License For County Work and the need for all interested parties to inquire further about the terms and conditions of these licenses. Except as otherwise defined herein, the terms used in this Memorandum shall have the same meaning as set forth for those terms in the Agreement. If there is any inconsistency between any provisions of this Memorandum and any provisions of the Agreement, the provisions of the Agreement shall govern and control.

5. Successors and Assigns. This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the restrictions on assignment set forth in the Agreement.

6. Cancellation of Memorandum. Upon the earlier to occur of the termination of the Bel Vintage License For Boulevard's Work in accordance with the Agreement, the County, Bryant, Bel Vintage and Boulevard hereby authorize and direct any and all issuers of title insurance with respect to the property described on Exhibit "1" attached to this Memorandum

not to indicate this Memorandum or the Agreement as matters affecting the condition of title to such property. Upon the termination of the Bel Vintage License For County Work, the County, Bryant, Bel Vintage and Boulevard hereby authorize and direct any and all issuers of title insurance with respect to the property described on Exhibit "2" attached to this Memorandum not to indicate this Memorandum or the Agreement as matters affecting the condition of title to such property. The County, Bryant, Bel Vintage and Boulevard shall each cooperate, and give such notices and instruction as reasonably necessary, to cause the cancellation of this Memorandum as and when contemplated by this Paragraph 6.

7. Incorporation. The recitals set forth at the beginning of this Memorandum, and all exhibits attached to and referred to this Memorandum, are incorporated into and made a part of this Memorandum.

8. Authority. Each party to this Memorandum and each person signing this Memorandum on behalf of each party represents and warrants that such person has the proper authority to bind the party on whose behalf he or she signs this Memorandum.

9. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County, Bryant, Bel Vintage and Boulevard have executed this Memorandum of as of the date first set forth above.

**"Bryant"**

BRYANT FINANCIAL CORPORATION,  
a California corporation

By: \_\_\_\_\_  
Name: Dottie Jensen  
Its: President

**"Bel Vintage"**

BEL VINTAGE, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Kaz Katayama  
Its: Managing Member

**The "County"**

THE COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

**"Boulevard"**

BOULEVARD DEVELOPMENT, INC.  
a California corporation

By: \_\_\_\_\_  
Kaz Katayama  
Its: President

STATE OF CALIFORNIA

)

) ss.

COUNTY OF LOS ANGELES

)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Governmental Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman and Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By: \_\_\_\_\_

Deputy

APPROVED AS TO FORM:

COUNTY COUNSEL

By: \_\_\_\_\_

Deputy

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

The portion of Lot 34, shown on the diagram below, of Tract 39492, in the City of San Dimas, as per map recorded in Book 998, Pages 34 to 40 inclusive of Maps, in the office of the Recorder of Los Angeles County, shown on this Exhibit 1.

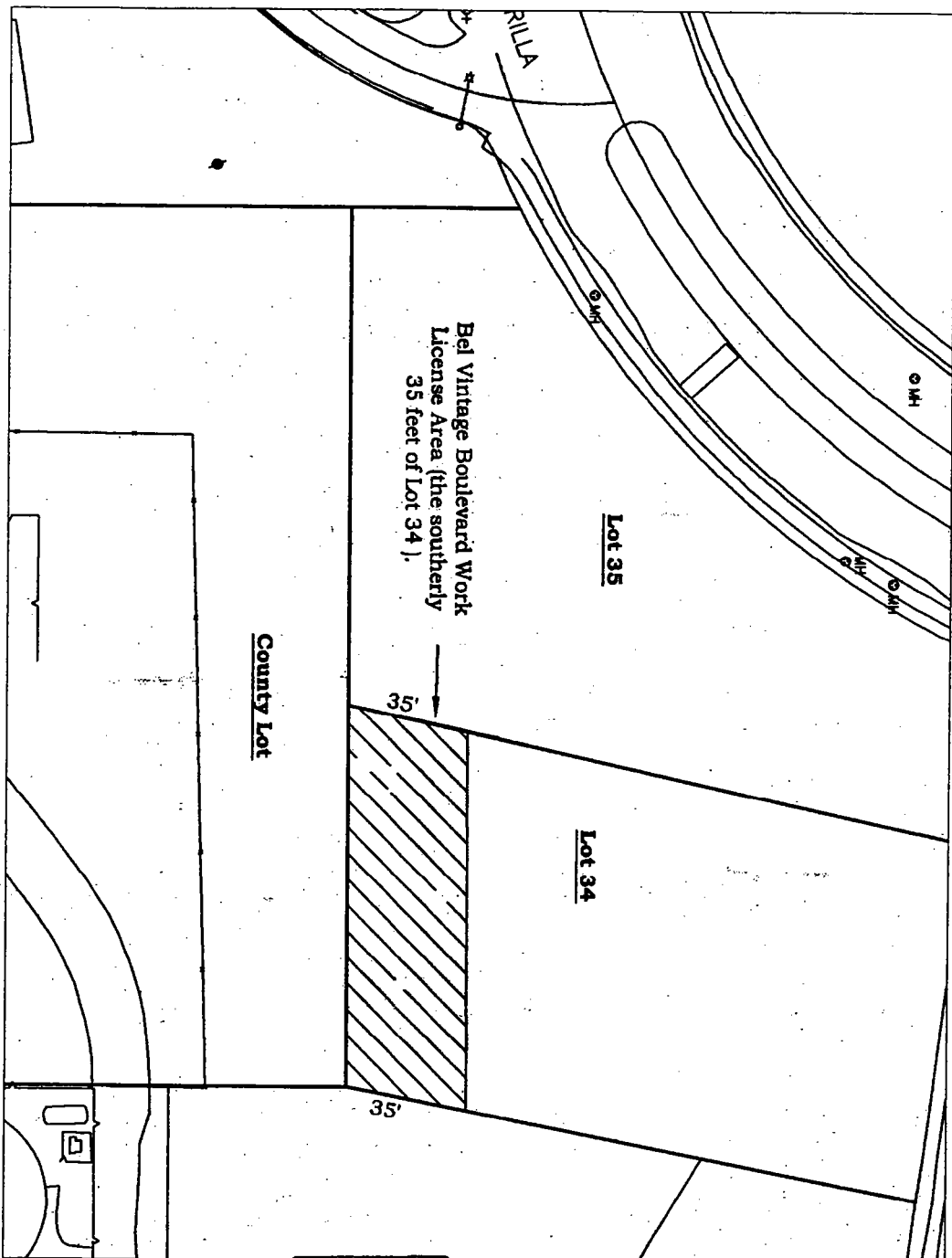
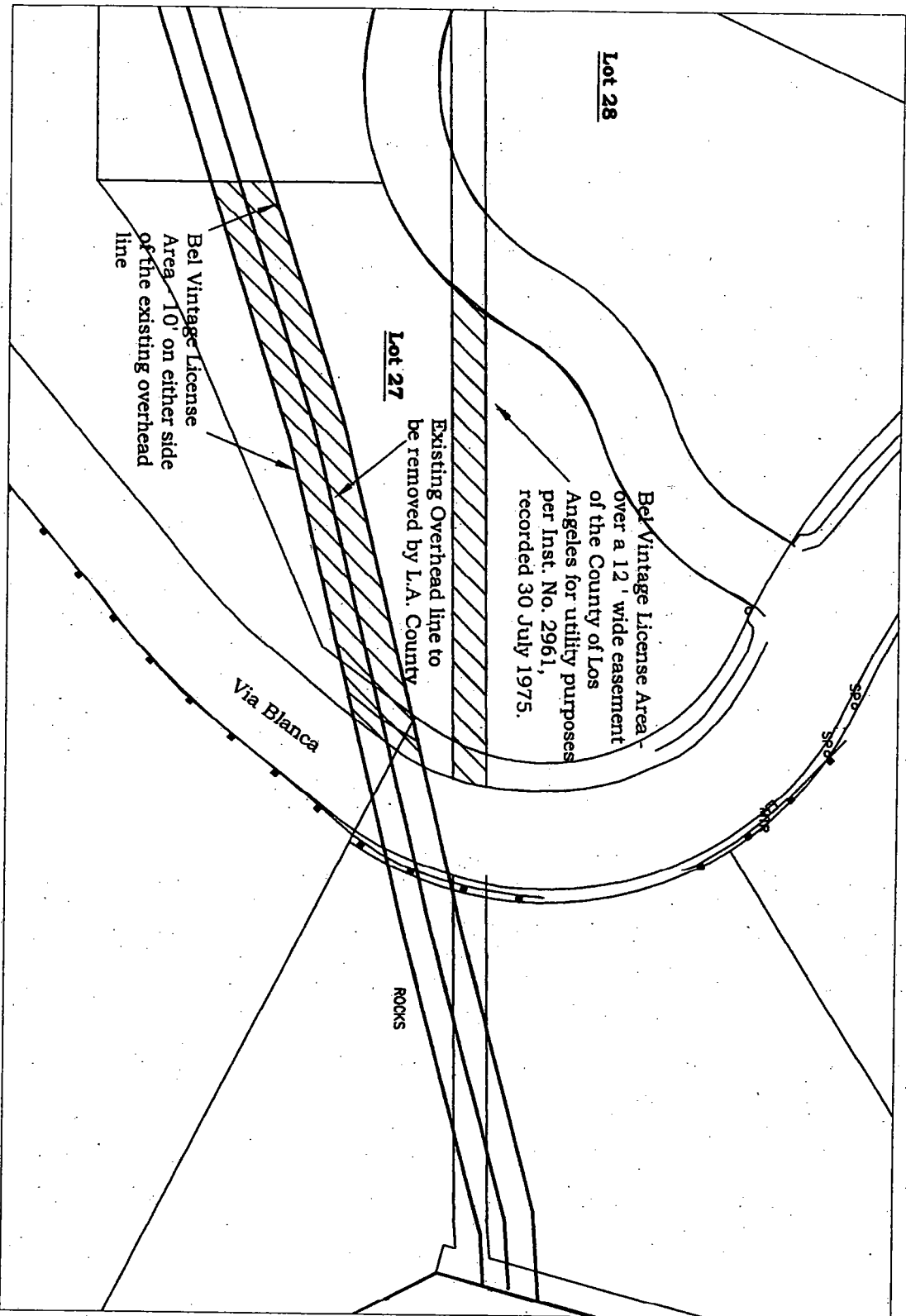


Exhibit 1 to N-3  
Description of Bel Vintage License Area  
for Boulevard's Work

The portion of Lot 27 of Tract 39492, in the City of San Dimas, as per map recorded in Book 998  
Pages 34 to 40 inclusive of Maps, in the office of the Recorder of Los Angeles County, shown on this Exhibit 2



**Exhibit 2 to N-3**  
**Description of Bel Vintage License Area**  
**For County's Work**